

ELEVEN WORKPLACE RESOURCES

Employment Rights Act 2025

Fact sheets

Contents

Introduction.....	02
Zero-Hours Contracts	03
<i>Explains the Act's new rights for zero- and low-hours workers to a guaranteed hours offer, reasonable shift notice, and cancellation compensation, and flags gaps such as undefined thresholds and weak enforcement.</i>	
Fire and Rehire	05
<i>Covers the Act's narrower protection against fire-and-rehire, which makes dismissal for refusing "restricted variations" automatically unfair but stops short of banning the practice outright, especially where a financial difficulties exemption applies.</i>	
Fair Work Agency	07
<i>Introduces the new workplace enforcement body created by the Act, noting it consolidates three existing agencies but suffers from fragmented remit, no formal trade union role, and inadequate funding.</i>	
Trade Union Recognition.....	09
<i>Details changes to the statutory recognition procedure (lower support thresholds, simple majority ballots) while noting the Act leaves single-employer bargaining and other structural limits unchanged.</i>	
Trade Union Access	11
<i>Describes the new framework for unions to negotiate workplace access agreements via the CAC, criticising its lack of an enforceable right of access and planned exclusion of small employers.</i>	
Collective Bargaining	13
<i>Covers the Act's limited Negotiating Bodies for school support staff and social care only - arguing heavy government control means these fall far short of genuine sectoral collective bargaining.</i>	
The Need for a Single Worker Status	15
<i>Argues the Act fails to resolve the UK's fragmented worker-status categories, and sets out proposed reforms for a unified "single worker status" definition.</i>	
Industrial Action.....	17
<i>Summarises the Act's partial repeal of Trade Union Act 2016 restrictions (ballot thresholds, notice periods) while noting most 1980s–2016 anti-strike legislation remains in place.</i>	
Harassment	19
<i>Outlines new employer duties to prevent sexual harassment and third-party harassment, whistleblower protections, and NDA misuse rules, while highlighting weak enforcement mechanisms and a slow implementation timeline.</i>	
Menopause in the Workplace	21
<i>Explains the new requirement for large employers to publish Menopause Action Plans, welcoming the move but flagging it creates no individual rights and excludes smaller employers.</i>	
Family Friendly Rights	23
<i>Summarises strengthened leave provisions (day-one paternity/parental leave, wider dismissal protection, extended bereavement leave), noting these remain largely unpaid and leave non-parental carers unsupported.</i>	

Introduction

The Employment Rights Act 2025 (ERA) is an enormous and complex piece of legislation. The Act itself runs to around 150 pages, before taking account of the explanatory notes, consultations and regulations that will continue to shape how it operates. For trade unionists, navigating this growing body of law can quickly become a technical exercise accessible only to those with specialist legal knowledge.

That was a concern shared by the IER's expert labour lawyers, labour law academics and trade unionists. We also wanted to cut through the political spin surrounding the Act. Zero-hours contracts have not been banned. Fire and rehire has not disappeared. There is an important distinction between what was originally promised in the New Deal for Working People, what has actually been delivered through the Act, and what the trade union movement still needs to secure.

This collection of fact sheets has been produced with that distinction in mind. Our aim is simple: to provide trade unionists with accessible, practical resources that allow them to quickly identify which new rights are available, how those rights can be used, where the limitations lie, and which important protections are still missing.

We have designed each fact sheet to stand alone. Cut-out lines are included so that individual sheets can be displayed on union notice boards, copied and circulated within trade union branches, or distributed to workers and interested organisations. Education about workers' rights is essential. A right that workers and their representatives do not know about, or do not understand how and when to use, cannot deliver the protection it promises.

It is equally important to understand the limitations of the new rights. The ERA represents a significant development in employment law, but it does not deliver everything that workers were promised, nor everything that workers need. Understanding what is missing is essential if we are to identify the next steps in the struggle to strengthen and reclaim workers' rights.

My personal thanks go to the many experts who have contributed to the authorship and editing of these resources. I am immensely proud of the work that has gone into producing this collection.

The law will continue to develop as regulations are introduced and implemented. We will continue to monitor those developments through the IER Working Life Podcast. If you find these fact sheets useful, please subscribe to the podcast to keep up to date with changes to the Act and other important developments affecting workers' rights.

In solidarity,



James Harrison

Director, Institute of Employment Rights



Zero-Hours Contracts

Version 02 - 6th July 2026

Introduction

The New Deal for Working People in 2021 stated 'Labour will ban zero hours contracts and contracts without guaranteed hours.' This was modified in 2024 in [Labour's Plan to Make Work Pay: Delivering A New Deal for Working People](#) which expressed a clear commitment to giving working people 'security in their day-to-day lives – this involves banning exploitative zero hours contracts'. The Government would end 'one sided flexibility' and ensure that 'all jobs provide a baseline level of security and predictability'. Not only would exploitative zero hours contracts be banned: 'everyone' would have 'the right to have a contract that reflects the number of hours they regularly work, based on a twelve week reference period'.

What does the Act say?

Workers hired under a zero hour contract, pursuant to a zero hours arrangement, and/or on a low-hours contract, whether hired directly or via an agency ('qualifying workers'), enjoy three new core rights: a right to a guaranteed hours offer, a right to reasonable notice of shifts, and a right to compensation in the event of shift cancellations, unless they are an 'excluded worker' or they are covered by a collective agreement that explicitly excludes the rights, and that exclusion is incorporated into their contracts.

All rights are enforceable by a qualifying worker by way of an application to the Employment Tribunal.

Guaranteed Hours Offer

After the expiry of each reference period, beginning from the first day of employment, employers must agree to either vary the existing contract of, or provide a new contract to, zero hours or low-hours workers, reflecting the hours worked over that reference period: 'a guaranteed hours offer'. This right is also applicable to zero or low-hour agency workers.

The 'guaranteed hours offer' must set out when the offered number of hours are to be provided and worked, but these need not be on particular days or at particular times.

The 'guaranteed hours offer' cannot propose other changes to the contract that would be overall less favourable to the worker.

The worker is not obliged to accept the offer, and rejection does not disentitle the worker to another guaranteed hours offer after the expiry of the subsequent reference period.

The right to a guaranteed offer is a right to a guaranteed offer to be made in the prescribed manner at the prescribed time.

Employers must take reasonable steps to ensure that a qualifying worker is aware of specified information about their rights in relation to guaranteed hours offers.

Qualifying workers have a right to reasonable notice of shifts and shift cancellations, and to be paid a specified amount each time that the employer cancels, moves, or curtails at short notice a qualifying shift that the employer has informed the worker they will be working/has requested the worker to work/the employer has agreed the worker will work.

What are the defects?

Many important matters remain to be set out in secondary legislation. We do not yet know:

- what the threshold will be for a worker to count as a 'low-hours' worker;
- the reference period (although 12 weeks is expected), nor the categories of workers excluded from the zero-hours provisions;
- what the specified information that employers must bring to workers' attention will include;
- what will count as short notice for a shift cancellation to trigger the right to compensation, nor what the specified amount of compensation payable will be.

The provisions fall far short of guaranteeing workers a reasonable and predictable working schedule.

The low-hours threshold could easily be abused by employers, so too could the power to exclude certain categories of worker from the rights.

There is no right for a worker to consult trade unions in relation to any guaranteed hours offer or to be accompanied at any meeting where such an offer may be discussed.

It is unclear how the guaranteed hours provisions will work in relation to agency workers: the obligation to make the offer is on the hirer, but it is not clear whether the acceptance of a guaranteed hours offer will terminate the worker's relationship with the agency or whether the agency might place restrictions on agency worker's ability to accept the guaranteed hour's offer.

Only employees will be able to bring a claim for unfair dismissal if they are dismissed for exercising their rights, and many employees hired pursuant to a zero-hours arrangement may still struggle to demonstrate that they have the requisite continuity of service required to bring a claim because it will be difficult to demonstrate that they had a contract between shifts.

What needs to be done?

There is a need for better protection for workers who exercise their rights:

- A worker should have the right to seek advice from an independent trade union before making a decision about whether or not to accept an offer of a guaranteed hours contract;
- The worker must have a right to be accompanied by a trade union official under the Employment Relations Act 1999, section 10 in any meeting to discuss the offer; and
- Not only employees but all workers should be protected from detriment (including dismissal) for exercising their new rights under the Act.



For further details, and up to date information once consultations conclude and regulations are published, see IER's new [Working Life Podcast](#), or scan this QR code.

ier.org.uk | @IERUK

Fire and Rehire

Version 02 - 3rd September 2026

Introduction

In its 2024 Plan to Make Work Pay, Labour committed to “end the scourge of fire and rehire” by modifying the existing law that allows an employer to justify dismissal and re-engagement on less favourable terms where there is a “sound business reason” to do so. However, whilst the first draft of the Employment Rights Bill proposed making any dismissal to rehire an existing worker on less favourable terms automatically unfair, the ambit of the protections has been narrowed following consultation. The fire and rehire protections in the Employment Rights Act 2025 (‘ERA’), due to come into force in January 2027, will instead only substantively protect workers against the imposition of a limited list of “restricted variations”.

What does the Act say?

- The ERA introduces a new section 104I to the Employment Rights Act 1996, creating new rights for employees to claim automatic unfair dismissal in fire and rehire situations.
- Employees who refuse a “restricted variation” to their contract and are then fired in order to re-engage them on less favourable terms can claim automatic unfair dismissal. So too can those who are dismissed when the employer intends to employ someone else on substantively the same basis with altered terms which include changes to “restricted variations”. The “someone else” can be an employee of another organisation but also someone self-employed or an agency worker.
- “Restricted variations” comprise variations relating to pay, working hours, shift times and length, time off, and pension rights.
- The introduction of a unilateral variation clause into an existing contract to vary a “restricted variation”, will also trigger an automatically unfair dismissal if the employee refuses to agree to it or dismisses someone with the intention of employing “someone else” with such a clause in their contract.
- Employers can avoid an automatic unfair dismissal claim through a “financial difficulties exemption” (to be construed narrowly), which requires them to show that the reason for the variation “was to eliminate, prevent, or significantly reduce, or significantly mitigate the effect of, any financial difficulties which at the time of the dismissal were affecting, or were likely to affect in the immediate future” the ability of the employer to carry on the business. There is a parallel exemption test that applies to public sector bodies and local authorities.
- Where a dismissal is not automatically unfair, as for example, it relates to a non-restricted variation, it can still be unfair under revised principles. The ERA sets out various relevant factors that must be considered when assessing

the fairness of such dismissals, such as whether there was appropriate consultation with the employee and their representatives, and whether the employee was offered anything in return for agreeing to the variation.

What are the defects?

- The ERA does not ban fire and rehire outright. It may in certain circumstances still be permissible to fire and rehire to impose variations that are not “restricted variations” or where the financial difficulties exemption applies.
- The government has consulted on further narrowing the available protections. In February 2026, the government set out a proposal to limit two forms of restricted variations: (1) Employment expenses and benefits in kind: the government suggests excluding from protection all variations to expenses and benefits in kind so they would no longer be “restricted variations”. (2) Shift patterns: the government suggests limiting protection to provide that only a narrow list of more extreme shift changes (e.g., day to night work, or weekday to weekend work) would be restricted variations.
- The government stated that the purpose of its proposed changes is to allow employers to maintain operational flexibility. However, the proposal would further limit workers’ protections against the unilateral variation of core terms. Consultation closed in April 2026 and the government is currently preparing its response.

What needs to be done?

- *It remains important for unions to oppose attempts by employers to introduce variation clauses into existing contracts before the new legislation comes into force.*
- *Unions should oppose attempts to carve out any further exemptions to the “restricted variations” as they stand.*
- *If Regulations are introduced following the Government consultation in line with its proposal on expenses and benefits, then unions will need to guard carefully against attempts by employers to restructure remuneration packages as part of any future pay deal, such that employers seek to improve these terms rather than core pay in the knowledge they can be eroded at a later date without fear of making automatic unfair dismissals.*



For further details, and up to date information once consultations conclude and regulations are published, see IER's new **Working Life Podcast**, or scan this QR code.

ier.org.uk | @IERUK

Fair Work Agency

Version 01 - 30th June 2026

Introduction

In April this year, the Government launched the Fair Work Agency (FWA), a new workplace watchdog which it claimed will “transform labour market enforcement.” The challenge the FWA faces is that Britain has, for quite some time now, faced a crisis in workplace law enforcement in which employers know that they have little chance of detection or punishment for not paying workers their due, or for placing them at risk of illness and injury. Currently the ratio of workplace inspectors to workers in Britain is the lowest in the OECD and is a fraction of the number that would be needed to comply with guidelines set by the International Labour Organisation (ILO).

The Agency

The FWA replaces three existing agencies with inspectorate and enforcement powers in respect of employment rights. These are the National Minimum Wage Unit within HM Revenue & Customs (NMWU), the Gangmasters and Labour Abuse Authority (GLAA) and the Employment Agency Standards Inspectorate (EAS). The FWA also assumes the role of the Director of Labour Market Enforcement (DLME), an office that was created in 2016 to coordinate the work of these three agencies. Under the terms of the Employment Rights Act, the FWA has a range of powers, some already existing and some new. These include:

- Powers to inspect workplaces and require employers to produce relevant documents and evidence to demonstrate compliance with employment law
- A civil penalty regime where enforcement officers can require the employers to pay workers for underpaid wages.
- A new civil proceedings power to bring proceedings in the employment tribunal on a worker's behalf.
- An enforcement regime in respect of labour market criminal offences (based on the Labour Market Enforcement regime in the Immigration Act 2016).
- Cost recovery: the Secretary of State can set out how the FWA can impose charges to recover enforcement costs from employers.

What are the defects?

Whilst the IER broadly welcomes the creation of the FWA as an essential component of any employment rights regime, it also has some concerns.

1. **Fragmented regulatory system.** The original intention behind the creation of a new enforcement body was that it should be a single enforcement body, with a remit encompassing health and safety and equality law as well as the minimum wage, agency work and worker exploitation. The FWA falls far short of this.

2. **No formal role for trade unions.** Experience in other countries shows that state enforcement works best when trade unions are given a formal role with real powers.
3. **Funding landscape.** Any credible system of regulation requires three conditions to be in place: first, that inspectors actually have a credible presence within workplaces (to inspect routinely, to investigate incidents etc); second, that escalation towards greater punitiveness on the part of inspectors is possible and, where the circumstances demand it, likely; and third, that sanctions formally at the disposal of both regulators and thus the courts are credible ones. As things stand, the FWA is not sufficiently resourced to meet these conditions. The FWA is operating in a regulatory eco-system in which there are major enforcement gaps, and where other regulators have a severely reduced capacity.
4. **Employer-friendly enforcement.** Moreover, the FWA has already been positioned – by itself and by Government – as an ‘employer-friendly’ agency. First strategic priorities for the Agency, set by the Secretary of State, make no reference whatsoever to the goals of improving compliance rates and strengthening enforcement. Top of the list, instead, is ‘reducing regulatory burdens’.
5. **Mission creep.** Academic and policy literature suggests that the GLA/GLAA's post-2016 integration into the Home Office and expansion of coercive powers pushed it closer to immigration enforcement. This ‘mission creep’ generated a chilling effect on migrant workers’ willingness to report exploitation, thereby undermining its protective function.

What needs to be done?

1. **Restoration of funding across the workplace regulatory system**
 - *The FWA and other workplace regulators must have their funding restored to previous, pre-2010 levels, and must be adequately funded to take up the FWA's new functions set out above.*
 - *Funding for workplace regulators must be ring-fenced and index-linked.*
2. **A credible inspection and enforcement regime**
 - *Planned inspection regimes in which employers can expect a proactive, unannounced inspection with a reasonable interval between visits.*
 - *A credible threat of prosecution and enforcement action for all those who are found to have breached the law. This means key performance indicators which include targets for both inspections and regulatory enforcement.*

continued overleaf...



For further details, and up to date information once consultations conclude and regulations are published, see IER's new **Working Life Podcast**, or scan this QR code.

ier.org.uk | @IERUK

Fair Work Agency (*continued*)

Version 01 - 30th June 2026

What needs to be done? (*continued*)

3. A central role for trade unions

- *Workers and their trade union representatives should be fully involved in the setting of enforcement targets.*
- *Workers and their trade union representatives should be given a right to bring cases to the courts and tribunals on behalf of members and other workers.*

4. A central role for workers

- *Where there is no trade union recognition agreement, trade union representatives must be given access to workplaces.*
- *Elected trade union representatives should be given the power to issue 'Provisional Improvement Notices' which would automatically trigger investigation by the FWA.*
- *An immediate reform which ought to be implemented is the requirement that employers produce a 'Fair Work Compliance Statement' which workers can verify.*

5. Protection for workers

- *The FWA must guarantee workers anonymity and must not use this as a reason not to investigate.*
- *The FWA must have full administrative separation from any agency responsible for immigration and border control.*

Trade Union Recognition

Version 02 - 25th March 2026

Introduction

The Blair government introduced a statutory recognition procedure whereby an independent trade union may request an employer to recognise it for the purposes of collective bargaining. If the employer refuses to do so, the trade union may apply to the Central Arbitration Committee (CAC) for a declaration of recognition if it can demonstrate sufficient levels of support.

Since it came into force almost 25 years ago the statutory recognition procedure has been beset with problems which have frustrated the ambitions of its authors and the expectations of trade unions. As the Amazon dispute highlighted in 2024, the procedure is not effective when confronted with well organised employer campaigns designed to resist recognition.

What does the Act say?

The Employment Rights Act makes several changes to the existing procedure:

- Currently, applications to the CAC are only admissible where the union (i) has a minimum of 10% support among the workers in the bargaining unit; *and* (ii) can demonstrate that it is likely to win a recognition ballot. The Act does away with this second requirement so that unions will only need to demonstrate 10% membership of the proposed bargaining unit. It also allows for that 10% threshold to be lowered by future secondary legislation to anywhere between 2% and 10%.
- Where the CAC directs that a ballot should be held to gauge worker support for recognition, the union must currently win the support of a majority of those voting and at least 40% of the workers in the bargaining unit. The Act removes this latter requirement so that the support of a majority of those voting is all that is required.
- Currently, an independent trade union cannot make an application for recognition where the employer has already recognised a non-independent trade union. The Act reverses that rule so that recognition of a non-independent union can't any longer block an independent union's application.
- In a set of provisions that mirror the new framework for trade union access, the Act firms up the existing right of an applicant trade union to access workers in the bargaining unit.
- The Act makes several changes to the rules that prohibit 'unfair practices' during the recognition procedure. These include extending both the legislation and a Code of Practice on access and unfair practices during recognition and derecognition ballots to apply from the point when the CAC accepts a trade union application.
- The Act prevents employers from packing workplaces out with new recruits who are not union members, in order to dilute union support and either render a trade union application inadmissible or skew the composition of the bargaining unit prior to a ballot.

Additionally, the Government has recently confirmed its intention to introduce secondary legislation allowing for all trade union ballots, including recognition ballots, to be conducted electronically or at the workplace.

What are the defects?

Though these are all welcome changes, they leave the basic scheme of the recognition procedure largely intact. Importantly, they leave unchanged the fact that the recognition procedure only permits an application for recognition against a single employer, thus excluding the possibility of multi-employer or sector wide recognition. They also leave unchanged the central requirement, in the majority of cases, for a ballot of the affected workers. Ballots invite employers to engage in hostile campaigning, which can easily shade into unfair practices as the experience of GMB with Amazon showed. The Act also leaves unchanged the blanket exclusion of employers with fewer than 21 workers, meaning that between 80% and 90% of private sector employers are excluded from the procedure. Recent case law demonstrates how difficult it can be to achieve 'worker' status so that a trade union can bring an application on behalf of platform delivery and other casualised workers. Where a recognition application fails, the Act leaves unchanged the rule that a trade union may not bring another application for a period of three years.

What needs to be done?

- *Multi-employer and sector wide recognition applications should be permitted.*
- *The need for a ballot must be reduced and to that end a union should be able to claim **automatic recognition** if it can show (i) a minimum level of membership (between 2% and 10%) and (ii) majority support within the proposed bargaining unit. This would be similar (though not identical) to the majority support determination procedure in Australia.*
- *The Supreme Court decision in the **Deliveroo** case must be reversed. In that case it was held that food delivery riders were not to be regarded as workers, with the result that their trade union could not make an application for recognition, thereby denying them access to collective bargaining.*
- *If a recognition application is unsuccessful, the opportunity to make a fresh claim should be reduced from three years to three months.*



For further details, and up to date information once consultations conclude and regulations are published, see IER's new **Working Life Podcast**, or scan this QR code.

ier.org.uk | @IERUK

Trade Union Access

Version 03 - 30th June 2026

Introduction

Labour's Plan to Make Work Pay set down a clear commitment to a right of union access to the workplace for recruitment and organisational purposes. This would modernise the currently restrictive approach to trade union access and bring it into line with union access rights in other countries.

What does the Act say?

- The Employment Rights Act falls short of this commitment. It does not provide a directly enforceable right of union access. Instead, it creates a framework for unions to negotiate access agreements with employers. Where the parties fail to reach an agreement, an 'access agreement' may be imposed by the Central Arbitration Committee (CAC).
- Where an access agreement is in place and the employer fails to comply with it, the Act provides that the trade union may make a complaint to the CAC, which may make a declaration that the complaint is well founded, and an order requiring the terms of the agreement to be complied with. If the CAC order is not then complied with, the union can seek a penalty to be imposed on the employer. According to the Government, the maximum penalty available to the CAC will be £75,000 for an initial breach, up to £150,000 for a second breach and up to £500,000 for additional breaches.

What are the defects?

- A right to access is not the same thing as a right to negotiate about access: the Act provides only a right to negotiate about access. Where the employer is hostile to the union, this negotiation process can be used as a tool of delay and obstruction. The complexity of the framework will support a culture of legalism and stalling litigation by employers rather than providing for effective union access.
- When deciding whether or not to impose an access agreement, the CAC is directed by the Act to consider a number of principles including that: 'access should be refused entirely only where it is reasonable in all the circumstances to do so'. However, the Act also empowers the Secretary of State to use secondary legislation to stipulate circumstances in which access must not or may not be granted. The Government has now stated its intention to use this power to limit the access procedure in significant ways:
 - (a) First, it's going to exclude applications for access in respect of employers with fewer than 21 workers. This means the exclusion of the majority of private sector employers and a sizeable proportion of private sector workers.

- (b) Secondly, it's going to provide that access agreements should not be granted by the CAC unless they have an expiry date, which is at most two years after the point when they come into force. This means that after a maximum of two years, the whole process of negotiation will have to be gone through again.
- (c) Finally, it's going to provide that the CAC may refuse access when the employer already recognises an independent trade union in respect of one or more of the relevant workers.

- The enforcement procedures are inadequate and will not have a deterrent effect, particularly where the employer is well-resourced. Critically, there is no remedy for a trade union where its rights under a negotiated agreement have been breached or where an employer fails to comply with a CAC imposed access agreement. Financial penalties are a penalty for the employer but they are not a remedy for the union. Penalties of £500,000 or less may not act as much of a deterrent in the case of larger companies.

What needs to be done?

The following changes would ensure that the right of union access is proportionate and effective:

- *As in other jurisdictions, union officials should have a **right of access to the employer's property subject to a short period of notice, for example 24 hours, for the purposes of recruitment and organisation.***
- *Where the union has reasonable grounds to suspect that the employer is not complying with statutory duties under employment law and/or health and safety legislation, access should be granted for those purposes without notice.*
- *Remedies must be accessible and dissuasive. Penalties for employer non-compliance should be ordered directly by the EAT and paid to the union.*
- *But the primary remedy for non-compliance should be specific performance (or a statutory equivalent) of an access agreement or a CAC imposed 'default access agreement'.*
- *There should be no exclusion of employers with 21 or fewer workers.*
- *The requirement for an expiry date should be removed so that unions do not have to negotiate new access agreements every two years.*



For further details, and up to date information once consultations conclude and regulations are published, see IER's new **Working Life Podcast**, or scan this QR code.

ier.org.uk | @IERUK

Collective Bargaining

Version 02 - 8th September 2026

Introduction

Labour's blueprint 'A New Deal for Workers' promised that:

Labour will establish Fair Pay Agreements across the economy... Fair Pay Agreements will be negotiated through sectoral collective bargaining, reversing the decades-long decline in collective bargaining coverage. Worker representatives and employer representatives would be brought together to negotiate Fair Pay Agreements that establish minimum terms and conditions, which would be binding on all employers and workers in the sector.

What does the Act say?

- The Act makes some useful changes to the current statutory, single-employer recognition procedure (though it needed to go further). More significantly it does not mention sectoral collective bargaining or agreements at all.
- The Act does provide for the establishment of a School Support Staff Negotiating Body (SSSNB) and an Adult Social Care Negotiating Body (ASCNB);
- It gives the Secretary of State (SoS) power to make Regulations determining how members may be appointed to each Negotiating Body (NB), including a chairperson and third parties who neither represent employers nor unions in the sector (in the case of the ASCNB, the SoS may give these third parties voting rights, but in the case of SSSNB third parties will have no such rights);
- The Act specifies the (limited) subjects each Negotiating Body may consider and gives the SoS power to make Regulations as to the nature of such consideration, including factors each NB must take into consideration and any conditions to be met in reaching agreement. For the SSSNB, the SoS sets deadlines, and matters can be discussed only with the permission of the SoS or on referral from the SoS, and the SoS can also specify matters that may not be discussed.
- In the event of a failure to agree, the Act gives SoS power to impose a settlement. Where the NB has reached agreement, the SoS can require it to reconsider and may specify factors that must be taken into account, and conditions to be met, on such reconsideration;
- The SoS may make Regulations to ratify an agreement reached by either NB or (for SSSNB) to require prescribed persons to 'have regard' to the agreement.
- The Act expressly states that nothing done in the SSSNB is to be regarded as collective bargaining and any agreements reached are not to be regarded as collective agreements within the existing statutory definitions of those terms. And the SoS may make Regulations to the same effect for the SSSNB.

- The Act defines a 'social care worker' as those employed in regulated social care services and those employed directly by the individuals they assist, so self-employed/gig economy social care workers are outside the scope of the ASCNB.

What are the defects?

- The Act fails to include any provision or mechanism by which sector-wide collective bargaining can be implemented in any sector of the economy. The government refused to accept an amendment which would have enabled the SoS to make Regulations for such bargaining elsewhere in the economy.
- The arrangements for the ASCNB and the SSSNB operate only in one major and one minor sub-sectors of the economy but even they do not constitute proper collective bargaining. Quite apart from the Act saying so (above), this is because the following matters are not left to the employers and unions to decide but are imposed by the State:
 - The size and composition of the NB;
 - The arrangements for appointing the Chair (and the identification of any category from which they may or may not be chosen). In the SSSNB, the bilateral parties must not select one of their representatives as Chair (thus precluding the usual arrangement of alternating the Chair between the two sides);
 - The very limited subjects permitted for discussion, (which exclude, for example, work organisation, diversity and inclusion, health and safety, the deployment of new technologies, formulation of a dispute resolution procedure, legal status of workers); apparently there will also be a 'remit' letter to the parties to set the parameters of their discussions;
 - The factors to be taken into account, and conditions to be met, in reaching agreement and on any reconsideration of such agreement (where required by the SoS);
- Furthermore, where there is a failure to agree, the SoS has the power to take over the NB's functions and to impose a settlement regardless of the parties' wishes (who may prefer their own dispute resolution procedure or conciliation, mediation, or arbitration by a third party in whom they have confidence);
- The extent of governmental control over the output of the NBs does not meet the definition of free collective bargaining in international law;

continued overleaf...



For further details, and up to date information once consultations conclude and regulations are published, see IER's new **Working Life Podcast**, or scan this QR code.

ier.org.uk | @IERUK

Collective Bargaining *(continued)*

Version 02 - 8th September 2026

- Self-employed/gig economy care workers will be outside the scope of the remuneration and terms and conditions arising out of the ASCNB process. This will be an incentive for employers to attempt to re-classify adult social care workers;
- The failure to enable sectoral bargaining and the limits on the NBs do not fulfil the UK's ratified international obligations to 'encourage and promote' collective bargaining, leaving the UK in breach of those laws.

What needs to be done?

- *Further legislation to enable the SoS, after appropriate consultations, to impose sectoral collective bargaining arrangements on any specified sector. These need to be bilateral Joint National Committees (as was the norm prior to the 1980s) with equal representation from unions and employers' associations within the sector. Both sides must be free to establish their own arrangements, including the appointment of Chair, matters for negotiation, and dispute resolution procedures.*
- *Amend the ASCNB and the SSSNB proposals to convert them into proper collective bargaining bodies consistent with international law.*
- *Expand the definition of relevant adult social care workers so as to mirror that of 'care worker' in the Courts and Criminal Justice Act 2015, s 20. This would mean that 'any person who, as paid work, provides social care for an adult' will be within the scope of the ASCNB.*

The Need for a Single Worker Status

Version 02 - 14th May 2026

Introduction

The Blair government introduced a statutory recognition procedure whereby an independent trade union may request an employer to recognise it for the purposes of collective bargaining. If the employer refuses to do so, the trade union may apply to the Central Arbitration Committee (CAC) for a declaration of recognition if it can demonstrate sufficient levels of support.

Since it came into force almost 25 years ago the statutory recognition procedure has been beset with problems which have frustrated the ambitions of its authors and the expectations of trade unions. As the Amazon dispute highlighted in 2024, the procedure is not effective when confronted with well organised employer campaigns designed to resist recognition.

What does the Act say?

The Labour Party published *A New Deal for Working People* as a Green Paper in 2021, subsequently modified in 2024 in *Labour's Plan to Make Work Pay: Delivering a New Deal for Working People*. Both documents expressed a clear commitment to 'move towards a single status of worker and transition towards a simpler two-part framework for employment status'. In 2024, Labour promised that it would 'consult in detail on a simpler framework that differentiates between workers and the genuinely self-employed'. The Employment Rights Act 2025 (ERA 2025) does not deliver on this. Though 'full and detailed consultation' within the first year of a Labour government, was promised and, during the passage of the Employment Rights Bill consultation was said to start in the summer of 2025 and conclude by year end, consultation has not so far materialised, although '[publishing a consultation on our plans to tackle employment status problems](#)' is said to remain a priority for this government.

In the absence of a new single worker status, the ERA 2025 allocates some of the new rights it introduces to 'employees' with contracts of employment, some rights to 'limb-b' workers, and some rights to other new 'ad hoc' worker definitions (e.g. workers on 'contractual' or 'non-contractual' 'zero hours arrangements', see [s.6 ERA 2025](#) introducing a new s. 27BZ2(1) ERA 1996; the new definition of 'relevant contract' in [s. 24 ERA 2026](#), in the context of non-disclosure agreements in discrimination and harassment cases, introducing a new s. 202A in ERA 1996).

What are the defects?

Instead of resolving the vexed question of who should be a 'worker' and so entitled to the full suite of statutory employment rights, ERA 2025 actually adds to the complexity arising from the coexistence of several employment statuses (employee, limb-b worker, self-employed) and several legal devices and HR strategies utilised by employers to defeat employment status claims, such as personal service companies, umbrella companies, or broadly worded substitution clauses for 'gig-work'.

Recent changes to employers' national insurance contributions, coupled with the demands generated by the new rights that ERA 2025 allocates mainly to 'employees' and 'workers', are likely to make the use of these 'defeat devices' even more alluring for businesses seeking to limit their employment law and tax liabilities. The absence of a new and unified worker definition compromises the effectiveness of several of the new rights introduced by ERA 2025.

What needs to be done?

The following recommendations reflect some of the key provisions on a 'single worker status' contained in the 'Status of Worker Bill' (HL Bill 28, introduced by Lord Hendy and now available in a [revised form](#)).

The new 'single worker status' definition should, at the very least, i) unify and expand the concept of worker; ii) clarify the concept of employer; iii) introduce a rebuttable presumption of work for legal proceedings; iv) clarify who is the employer when work is provided through personal service or umbrella companies.

- *Provide that all rights contained in the Bill should apply to workers defined as 'any individual who is engaged by another to provide labour... and is not, in the provision of that labour, operating a business on the employee or worker's own account'*
- *Provide that any right attributable to employers should apply to '(i) every person or entity who engages or engaged the worker, and (ii) every person or entity who substantially determines terms on which the worker or employee is engaged at any material time'*
- *Establish that 'It is for a person who is claimed to be the employer and contests that claim to show in any legal proceedings that— (a) they are not the employer, or (b) the person providing the work is not an employee or a worker'.*
- *Establish that 'where a worker or employee provides labour through a personal service company the employer is the third party for whom the labour is performed' and that 'where a worker or employee provides labour through an umbrella company, the third party for whom the labour is performed and the umbrella company shall each be treated as the employer'.*

For further details and recommendations see Lord Hendy's 'IER Briefing on the Single Employment Status (2026)' here: <https://tinyurl.com/ERA-WStatus-Briefing>.



For further details, and up to date information once consultations conclude and regulations are published, see IER's new [Working Life Podcast](#), or scan this QR code.

ier.org.uk | @IERUK

Industrial Action

Version 02 - 30th June 2026

Introduction

Labour's Plan to Make Work Pay: Delivering A New Deal for Working People (2024) made a commitment 'to repealing anti-trade union legislation... in order to remove unnecessary restrictions on trade union activity'. The *New Deal for Working People* (2021) had stated that 'the laws regulating industrial action should ensure that UK law complies in every respect with the international obligations ratified by the UK, including those of the International Labour Organization and the European Social Charter' but this was omitted from *Labour's Plan*.

What does the Act do?

The Employment Rights Act repeals the worst aspects of Conservative restrictions of the right to strike but does not change the fundamental architecture of the anti-strike legislation introduced from 1980 onwards.

- Sections 68 to 73 of the Act address the law relating to industrial action ballots. Section 68 purports to remove the requirement that at least 50% of the trade union members entitled to vote in an industrial action ballot must do so. Section 69 repeals the requirement that trade unions obtain the support of at least 40% of those voting in industrial action ballots concerning designated 'important public services'. Section 70 reduces requirements concerning the content of notices to employers, amending s.226A of the Trade Union and Labour Relations (Consolidation) Act (TULRCA) 1992.
- Section 71 removes requirements regarding the information to be included on the voting paper. Most significant is the change to the period after which the industrial action ballot ceases to be effect, which is now 12 months. Further provision is made in section 73 for exploration of the possibilities of 'electronic balloting'.
- Under section 74, the period of notice to employers of industrial action is reduced from 14 to 10 days.
- Requirements for union supervision of picketing are relaxed under section 75.
- The Supreme Court judgment in *Secretary of State for Business and Trade v Mercer* [2024] UKSC 12 (17 April 2024) is amended by section 76, which introduces the potential for new protection from detriment for taking official and protected industrial action (under new sections 236A - D of TULRCA 1992). The Government has since confirmed that its intention is that, apart from proportionate deduction of wages, no detriment is acceptable.
- In addition, protection from dismissal for taking official and protected industrial action is no longer restricted to a 12 week period. Due to section 77, this protection will apply irrespective of the length of the strike action.

- The Act also repeals the discredited Strikes (Minimum Service Levels) Act 2023 (in section 78). And it removes the requirement to include in trade union annual returns details of strike action taken during the reporting period.

What are the defects?

Contrary to Labour's commitment to repeal most of the Trade Union Act 2016, the Act provides for repeal of the highly controversial requirement for a 50% turnout threshold in pre-strike ballots but then defers that repeal indefinitely (see section 159(5)). As things stand, it is unclear whether repeal of the 50% turnout threshold will ever be given effect.

In breach of the commitment in the *New Deal*, the Act leaves in place nearly all of the anti-union legislation passed between 1982-1992, which has so disempowered unions. In particular, it fails to make the changes necessary to comply with the UK's international obligations set out in findings against the UK by the ILO supervisory bodies and the Council of Europe's Social Rights Committee, which have been pointed out repeatedly over three decades. The government was reminded of these obligations by the Social Rights Committee in March 2023 when it concluded that the United Kingdom was in breach of the European Social Charter 1961, art 6(4) (on the right to strike) for the following reasons:

- the scope for workers to defend their interests through lawful collective action was excessively circumscribed; lawful collective action was limited to disputes between workers and their employer, thus preventing a union from taking action against a de facto employer if this was not the immediate employer;
- the requirement to give notice to an employer of a ballot on industrial action, in addition to the strike notice that must be issued before taking action, was excessive;
- the protection of workers against dismissal when taking industrial action was insufficient.

The government was reminded of these obligations again later in 2023 by the report of the ILO Freedom of Association Committee on the P&O Ferries case, where the Committee requested the British government 'to engage with the social partners to overcome challenges regarding the legislative prohibition on sympathy strikes, in conformity with freedom of association'. This request was repeated again by the ILO Committee of Experts in its 2026 annual review.

Earlier this year too, the Social Rights Committee added to the list of UK violations by condemning the ban on prison officers taking strike action (which only applies in England and Wales and not in Scotland). The government has refused to reverse this ban.

continued overleaf...



For further details, and up to date information once consultations conclude and regulations are published, see IER's new **Working Life Podcast**, or scan this QR code.

ier.org.uk | @IERUK

Industrial Action *(continued)*

Version 02 - 30th June 2026

What needs to be done?

The repeal of the requirement for a 50% turnout threshold in pre-strike ballots should be given effect without further delay.

Additionally, the Act should be amended to ensure the UK's compliance with ILO and Council of Europe treaties. This was the demand of the *New Deal* and seemed inherent in the commitment in the pre-election Labour Party publication which said: 'Labour will update trade union legislation so it is fit for a modern economy, removing unnecessary restrictions on trade union activity and ensuring industrial relations are based around good faith negotiation and bargaining. This will end the Conservatives' scorched-earth approach to industrial relations'.

With this in mind, amendments are necessary to remove:

- *the restriction of lawful industrial action to a dispute which relates 'wholly or mainly' to a trade dispute rather than being merely 'connected with' a trade dispute (the former wording);*
- *the prohibition of political strikes because 'trade unions ought to have the possibility of recourse to protest strikes, in particular where aimed at criticising a government's economic and social policies';*
- *the limitation on industrial action in support of matters outside the UK except where UK workers are likely be affected by the outcome of the dispute.*
- *the total bar on solidarity action, i.e. action against an employer not the employer of the workers in dispute; in particular: (a) where solidarity action 'relates directly to the social and economic interests of the workers involved in either or both of the original dispute and the secondary action, and where the original dispute and the solidarity action are not unlawful in themselves'; (b) because workers should be able to take such action provided the initial strike they are supporting is itself lawful; AND (c) where the bar 'could make it impossible for unions to take effective action in situations where the "real" employer with whom they were in dispute was able to take refuge behind one or more subsidiary companies who were technically the "employer" of the workers concerned';*
- *the prohibition on taking industrial action in support of workers dismissed for taking unofficial industrial action;*
- *the requirement to give notice to an employer of an intention to hold an industrial action ballot*
- *the restrictions on 'unjustifiable discipline' which prevent unions from disciplining of members for not participating in lawful industrial action;*
- *the limitation of pickets to their own place of work;*
- *the 'volume and complexity of the legislative change since 1980' where 'the cumulative effect of legislative changes..., by virtue of their complexity and extent, constitute an incursion upon the rights guaranteed by [the ILO];*
- *repealing the ban on prison officers in England and Wales striking.*

Harassment

Version 01 - 18th August 2026

Introduction

In 2022, the UK ratified the International Labour Organisation's [Convention 190](#) on violence and harassment at work. This means it agreed to be bound by the Convention's provisions, which require protecting people 'in the world of work' from harassment and violence regardless of their contractual status, including through effective inspection, investigation, and preventative measures. Legislation passed in 2023 only partly addressed these goals, introducing a protective duty on employers to take 'reasonable steps' to prevent sexual harassment and providing for compensation in sexual harassment cases to be increased by up to 25% where an employer has not complied with this duty.

Labour's Green Paper 2021, A New Deal for Working People, pledged to create and maintain workplaces and working conditions free from harassment, including by third parties. Labour's 2024 [Plan to Make Work Pay](#) reiterated the pledge spelling out that Labour would properly tackle sexual harassment at work, strengthening the legal duty for employers to take all reasonable steps to stop sexual harassment before it starts; and to update protections for women who report sexual harassment at work.

What does the Act say?

- The Act **improves protections for whistleblowers** by stating that disclosures about sexual harassment occurring, having occurred, or being likely to occur, qualify as 'protected disclosures.' This came into effect on 6 April 2026.
- The Act requires employers to take 'all reasonable steps' to **prevent sexual harassment** of their employees. This creates a stricter position than legislation passed in 2023, which only required 'reasonable steps' without the word 'all'.
- The Act introduces an obligation on employers **not to permit third parties** to harass their employees - where permitting is defined as failing to take all reasonable steps to prevent the harassment.
- The Act **creates a power for a Minister to specify in separate Regulations** what steps can be regarded as 'reasonable' for employers to fulfil for their protective duty and in relation to third party harassment. It gives examples of steps that 'may be specified' including carrying out assessments, publishing plans or policies, and steps relating to reporting or to handling of complaints.
- The Act provides for **facility time for trade union equality representatives**, where 'equality' includes work towards eliminating harassment.

- The Act includes **rules to prevent the misuse of Non-Disclosure Agreements**, which prevent people from speaking about their experiences, where they relate to workplace harassment or discrimination. A government consultation on this part of the legislation closed in July 2026 and provisions are expected to come into force in 2027.

What are the defects?

The amendments on harassment are broadly welcome since they move towards treating harassment at work as a structural issue and require employers to take proactive steps. However, the provisions have some shortcomings, and lack clarity in some areas, as follows:

1. **Lack of a clear enforcement framework** - the legislation does not include clear steps to improve enforcement through a health and safety lens. The government opposed amendments to the legislation proposed by Plaid Cymru, which would have strengthened the enforcement framework e.g. by placing specific duties on the Health and Safety Executive. This leaves enforcement dependent on the Equality and Human Rights Commission, which has been criticised for making limited use of its powers in this area.
2. **Lack of an inclusive approach to workers** - apart from the provisions on Non-Disclosure Agreements, the protections introduced by the Act only apply to people who have a contract of employment, apprenticeship, or a 'contract personally to do work.' This relates to the broader problem with the Act in [failing to address](#) the issues of the legal status of workers. It means that workers classed as self-employed are excluded from protection, which is problematic, for example, because many workers in the 'gig economy' are labelled as 'self-employed' and challenging such a classification can require extended legal action and is highly fact-dependent.
3. **Lack of clarity to date on steps to be taken by employers** - the requirement to take 'all reasonable steps' is not yet accompanied by clear guidance on what those steps will consist of. This means that many of the provisions are only an initial outline. The effectiveness of these obligations is dependent on the content of the Regulations to be made by a Minister in future.
4. **Long timescale for some of the provisions** - many provisions will not take effect until 30 October 2026, while rules to prevent NDA misuse are not expected until 2027. This leaves working people with inadequate protection in the meantime.

continued overleaf...



For further details, and up to date information once consultations conclude and regulations are published, see IER's new [Working Life Podcast](#), or scan this QR code.

ier.org.uk | @IERUK

Harassment *(continued)*

Version 01 - 18th August 2026

What needs to be done?

1. Measures should be put in place to **improve proactive enforcement** of the new duties on employers. This should include requiring the Health and Safety Executive to create a strategy on enforcing harassment and violence, including gender-based violence, and to issue guidance for employers (in line with the amendments proposed by Plaid Cymru). It should also entail more proactive guidance to the Equality and Human Rights Commission on the volume and breadth of enforcement activities it is expected to undertake, with input from trade unions.
2. Steps should be taken - with new legislation if necessary - to extend protective measures so that they apply to all 'in the world of work' rather than just those with the correct contractual status such as 'employee' or 'limb (b) worker', in line with the UK's international obligations. This could follow the example of Australia's Sex Discrimination and Fair Work (Respect at Work) Amendment Act 2021, which expanded the meaning of 'worker' in legislation on sexual harassment to encompass self-employed and unpaid workers.
3. The requirements on employers set out in future Regulations should provide clear stipulations for what 'all reasonable steps' requires, such as specifications on the content of plans and policies required from employers and procedures for handling of complaints. They should reflect a gender-sensitive approach, which recognises that women - especially those who are young, migrants, ethnic minorities, and in low paid or precarious work - are particularly susceptible to harassment. Workers and trade unions should be consulted on setting these requirements.
4. Where possible, implementation timelines for the remainder of the provisions should be brought forward. In particular, the government should respond promptly to the recently closed consultation on NDAs with effective steps to prevent their misuse, making use of the power to extend these protections beyond those defined as employees or workers. Any exceptions that allow ongoing use of NDAs in harassment cases should be defined strictly and kept to a minimum.

Menopause in the Workplace

Version 01 - 8th September 2026

Introduction

Menopause is a normal phase of ageing during which oestrogen levels decline and menstruating stops. It affects anyone who has a menstrual cycle: women, trans and non-binary individuals. On average, menopause occurs at around 50 years of age, although it might happen earlier. A cluster of symptoms, both physical and mental, are commonly attached to menopause. These include hot flushes, sleeping difficulties, anxiety, low self-esteem, problems with memory or concentration ('brain fog'), to mention a few. Whilst for some women these symptoms are mild, for others they can be severe and have serious consequences on many areas of their life. In the workplace, severe symptoms can lead to increased absence due to sickness, reduced productivity and performance due to fatigue and sleep deprivation. If not supported, some women might consider part-time work, request early retirement and/or leave the workforce altogether. This can impact on women's progression and financial situation. Furthermore, losing women from the workplace, often at the height of their professional careers, is damaging to the economy.

Before the Employment Rights Act 2025 (ERA 2025), there was no specific statutory provisions on menopause, although women could rely on discrimination and health and safety legislation.

What does the Act say?

- Section 33 ERA 2025 amends Section 78A of the Equality Act 2010 and adds menopause to the existing 'equality action plan': **Equality (Menopause) Action Plans** aiming at 'supporting employees going through the menopause'.
- Employers must demonstrate the steps that they are taking in relation to their employees with regard to prescribed matters related to menopause and how they are supporting employees going through the menopause. Steps should include: training the managers; offering occupational health advice for employees experiencing menopause; setting up menopause support groups and networks; offering workplace adjustments; conducting menopause risk assessment and reviewing policies and procedures to meet the needs of employees experiencing menopause (for example absence policy).
- **Equality (Menopause) Action Plans** are compulsory for employers with more than 250 employees.
- They are voluntary from April 2026 and they will become compulsory in April 2027.

What has Worked?

- The new provisions have placed menopause on the statute book and acknowledged menopause as a legitimate workplace issue, demanding genuine engagement from senior leadership to encourage open dialogue and reduce stigma.
- They complement existing non-discrimination and Health and safety legislation
- They are a formal commitment that moves beyond mere policy statements and sets out practical actions, accountability and timelines, thus ensuring that support is consistent, visible and embedded across the business.

What are the defects?

- These are welcome changes. However, **Equality (Menopause) Action Plans** do not confer any specific individual rights or protections to those experiencing menopause's symptoms.
- They are also limited to employers with over 250 employees, which could create a two-tier system of supports with some employers offering meaningful support and others failing to consider it at all.
- Equality (Menopause) Action Plans are limited to menopause and possibly perimenopause, rather than expressing a more comprehensive commitment to women's health, including menstruation and maternity.

What needs to be done?

- *Extend the Equality (Menopause) Action Plans to all employers or at least lower the threshold to 50 employees.*
- *Introduce a broader approach to recognise that menopause is a component of women's health and linked to other issues such as menstruation and maternity.*
- *More guidance to ensure that the Equality (Menopause) Action Plans do not become a tick box exercise are needed.*
- *Specify what an effective menopause plan can be.*
- *Specify the consequences of not having a truly effective menopause plan.*



For further details, and up to date information once consultations conclude and regulations are published, see IER's new **Working Life Podcast**, or scan this QR code.

ier.org.uk | @IERUK

Family Friendly Rights

Version 01 - 8th September 2026

Introduction

The Blair Government highlighted the interdependence between work and care and placed family-friendly rights on the statute book. Over time, these rights have been progressively expanded. Currently, they include paid Maternity, Paternity, Adoption and Shared Parental Leave, as well as unpaid Parental Leave. These leave entitlements are complemented by the right to request flexible working arrangements, to take time off for emergencies, and, in certain circumstances, to access unpaid Carer's Leave.

What does the Act say?

By strengthening existing family-friendly rights, the Employment Rights Act 2025 further embeds the needs of working parents at the core of employment law.

- **Section 26 ERA** strengthens **protection against dismissal for pregnant employees** and working parents who have taken statutory family leave. Enhanced protection will extend beyond redundancy situations to cover dismissals more generally, except in limited circumstances. This reform is intended to improve the retention of women in the labour market (the changes are expected to come into force in April 2027).
- **Section 16** makes **Paternity Leave** a day-one entitlement. Previously, employees were required to complete 26 weeks of continuous service before becoming eligible. This change particularly benefits workers in insecure or highly mobile forms of employment.
- **Section 17** enables fathers to take **paternity leave after Shared Parental Leave**, rather than forfeiting it if it is not taken first. This provides families with greater flexibility in organising caring responsibilities.
- **Section 15** makes unpaid **Parental Leave** a day-one right. Previously, employees were required to complete one year of continuous service before becoming eligible. This change is particularly significant for parents who change jobs and would otherwise lose immediate access to parental leave because they had not completed the qualifying period.
- **Section 9 ERA** allows employers to refuse a **flexible working request** only when the refusal is both reasonable and based on one of the statutory grounds. The Act therefore makes requests for flexible working more difficult to reject without justification and moves towards a stronger presumption in favour of flexibility, although it does not create an absolute right to work flexibly (the changes are expected to come into force in April 2027).

- **Section 18 extends bereavement leave** to cover pregnancy loss before 24 weeks and a broader range of familial relationships. The Act introduces a more comprehensive framework for bereavement leave, including protection following pregnancy loss, such as miscarriage and unsuccessful IVF treatment. This reform is important because it recognises the emotional impact of pregnancy loss, including at an early stage of gestation, as well as the broader impact of bereavement beyond the existing parental bereavement framework (the changes are expected to come into force in April 2027).

What are the defects?

- Although these reforms are welcome, they remain relatively modest and fall short of providing transformative solutions for working parents. Overall, **they continue to treat caring responsibilities as an exception to paid work** rather than as an integral aspect of working life.
- **Limited financial support.** Although Paternity Leave becomes a day-one entitlement, statutory paternity pay continues to depend on qualifying conditions. In addition, statutory paternity pay remains low. Likewise, Parental Leave becomes a day-one right but remains unpaid. As a result, due to financial reasons, many families may be unable to exercise these rights in practice.
- **Flexible working remains a procedural right.** Employees continue to have only a right to *request* flexible working rather than a right to *obtain* it. Employers may still refuse requests if they can rely on one of the statutory grounds and demonstrate that their decision is reasonable. Consequently, the balance of power remains largely with employers.
- The Act does not reform **Shared Parental Leave and Pay**. The existing system remains complex, poorly paid and underused. Eligibility requirements continue to exclude many workers, and the scheme remains dependent upon the transfer of leave from the mother.
- The Act prioritises parents and **fails adequately to address the position of other carers**, including those caring for elderly relatives, disabled family members, or partners with long-term health conditions. Consequently, many individuals performing essential caring work remain outside the core framework of family-friendly rights.

continued overleaf...



For further details, and up to date information once consultations conclude and regulations are published, see IER's new **Working Life Podcast**, or scan this QR code.

ier.org.uk | @IERUK

Family Friendly Rights *(continued)*

Version 01 - 8th September 2026

- As some of the most important details have been left to secondary legislation, the Act itself does not provide a complete picture of the rights that families will ultimately enjoy. These issues are currently being examined through the Government's **Consultations and Reviews**.
- The Employment Rights Act 2025 represents an important step towards a more family-friendly workplace, but it is not the end of the reform process. The Act builds upon the existing framework rather than fundamentally reimagining the relationship between work and care. It therefore continues to operate within a model that often treats care and caring as a source of disadvantage and inequality.

What needs to be done?

- *Family-friendly leave should be made **financially accessible**.*
- **Maternity rights** should be reconsidered, particularly in relation to pay. Maternity pay should be enhanced to make it realistically possible for more women to make full use of their entitlement.
- *Aside from a reserved period necessary to protect the mother's physical recovery following childbirth, Paternity Leave and Pay should mirror **Maternity Leave and Pay** in both duration and remuneration. Such a reform would send a clear message that mothers are not the only carers.*
- **Parental Leave** should be paid in order to encourage its uptake, especially amongst fathers. The current absence of pay makes the right difficult for lower-income families to exercise in practice. A right to leave is of limited value if workers cannot afford to take it.
- **Flexible working rights should be strengthened.** If employers continue routinely to rely on business grounds to reject requests, the new right may prove weaker in practice than it appears on paper. Further reform should consider moving towards a stronger presumption that flexible working arrangements ought to be available unless an employer can demonstrate a genuine and significant operational reason why the arrangement cannot be accommodated.
- *Provision for **carers other than parents** remains limited and unpaid. A stronger framework should include a meaningful entitlement to paid leave for those caring for elderly, disabled, or ill dependants.*

The Working Life Podcast



Work is changing fast - do you know what that means for workers?

From **zero-hours contracts** and job insecurity to controversial practices like fire-and-rehire and algorithmic management, the world of work is evolving - and so are workers' rights.

The Institute of Employment Rights Working Life podcast cuts through the noise to bring you clear, expert insight on the issues that matter most.

In the latest series, you'll hear:

- What the new **Employment Rights Act** means for you
- How workplace changes could affect pay, security, and rights for all workers
- Discussion on important case law and its implications
- **Expert analysis** on important issues of the day from leading labour law specialists and trade union voices

Tune in, understand what's happening, and be part of the debate.



Scan the QR code and subscribe now.
Stay informed.
Know your rights.
Be ready.

IER 
Institute of
Employment
Rights

P O D C A S T

Institute of Employment Rights
4th Floor,
Jack Jones House,
1 Islington,
Liverpool L3 8EG
ier.org.uk

IER
Institute of
Employment
Rights