

THIS TRANSCRIPT IS ISSUED ON THE UNDERSTANDING THAT IT IS TAKEN FROM A LIVE PROGRAMME AS IT WAS BROADCAST. THE NATURE OF LIVE BROADCASTING MEANS THAT NEITHER THE BBC NOR THE PARTICIPANTS IN THE PROGRAMME CAN GUARANTEE THE ACCURACY OF THE INFORMATION HERE.

MONEY BOX LIVE

Presenter: VINCENT DUGGLEBY

TRANSMISSION: 12th OCTOBER 2011 3.00-3.30 RADIO 4

DUGGLEBY: Unemployment is at its highest rate since 1994. There are fewer jobs and more people made redundant. These are extremely tough days for the workforce. Coping with the consequences of losing one's job is of course incredibly challenging: people need to get their heads around the amount of redundancy pay on offer, the state benefits to which you might be entitled, how to pay the household bills, and of course the practical difficulties of finding new employment or even getting an interview. Redundancy is only one part, albeit a very important one, in the package of employment rights which have been steadily expanded in recent years, often driven by directives from Europe. The latest of these, covering agency workers, came into force on 1st October and it gives them basically the same conditions of employment after a 12 week qualifying period as if they'd been directly taken on by the firm in the first place. But what does that mean in practice? Another very important development is the so-called default retirement age and we'd like to hear from anyone in dispute with an employer, or employee over the right to carry on working. 03700 100 444 is the number to call. And with me to answer your questions - Sarah Veale, Head of Equality and Employment Rights at the TUC; and two lawyers: Carolyn Brown, a partner with Finers Stephens Innocent; and Clive Howard, partner with Russell Jones Walker. Well in view of the current employment figures announced today, we imagine our lines are very busy. So Paul in Bagshot, you're first.

PAUL: Good afternoon.

DUGGLEBY: Good afternoon.

PAUL: Yeah, I'm ringing up on behalf of a friend of mine. She's a library assistant, works in a library, and is being made redundant at the end of the month. Now with the work she does, she does basically 2 weeks in the library, the public library, and she also does 2 weeks with the council as well, the same service and everything, at the local prison. Now she's being made redundant at the end of the month. She gets extra money for working in the prison, but they haven't added that on because they're saying she's not being made redundant from the prison, she's only being made redundant from the library.

DUGGLEBY: Is she carrying on working in the prison?

PAUL: No, she's going to be made redundant at the end of the month.

DUGGLEBY: From everything?

PAUL: Yes she can't because everything is paid for by the local authority. It's one job basically.

DUGGLEBY: So this is employment with the local authority. Let's leave aside where they tell her to go and work: part of it's in the local library, part of it's in the prison. But it's the council that's saying that's your job, and you're saying on her behalf that they're only giving her half the amount of redundancy pay to which she thinks she might be entitled?

PAUL: Yes she has to volunteer to do the work in the prison.

DUGGLEBY: Well let's leave aside that. The fact is she was doing it.

PAUL: Yes, but they're not counting the money she's earning in the prison, the extra money in the redundancy package.

DUGGLEBY: Right. Well this depends of course on the contract, Clive.

HOWARD: I think we struggle to understand what's going on here because if your friend is employed under a contract with the council and they're working in different locations, the fact that they're working in different locations is irrelevant. You confirmed that she's being made redundant from her job. She should be paid redundancy pay for losing that job, and that includes the 2 weeks in the prison library as well. There should be no complications on this at all.

DUGGLEBY: And that depends on the total time employed by the council, Carolyn?

BROWN: That depends on the income that she earned from the job as a whole ...

DUGGLEBY: *(over)* The income, yes.

BROWN: ... so her notice pay and statutory redundancy payment will be calculated based on that.

VEALE: Can I just add something?

DUGGLEBY: Indeed you can Sarah, yes.

VEALE: She has to have been employed by them for 2 years before she qualifies for statutory redundancy.

DUGGLEBY: Is that the case, Paul?

PAUL: Two years.

DUGGLEBY: More than 2 years.

VEALE: As long as she's done 2 years there, she's okay.

DUGGLEBY: It sounds to me, Sarah, as though this is one of those cases where the jobs are not all that well defined in the first place.

VEALE: I suspect that's one of the problems and I'm sorry that it hasn't been made clear to her. I think often employees do struggle to work out what on earth it is employers are telling them that they're going to get and to work out what their relationship legally with the employer is, so a lot of sympathy on that. I would say - and I always say this every time I come on here - that you can get help from trade unions; and in the public sector there often is a trade union around, and if you're a member they'd steer you through this obviously for nothing. But if you're not in one, then that's different.

PAUL: Yes she is actually in a union and she's talked to the union, but I think they're as much confused as the rest of us ...

VEALE: Oh dear.

PAUL: ... because half the job's redundant and the other half isn't.

VEALE: Yeah, absolutely.

DUGGLEBY: I mean effectively, I think, Sarah, would I be right in saying that you've got an awful lot on your plate at the moment?

VEALE: A huge amount on our plate. Unbelievable! And my heart goes out actually to those unpaid union reps who are working so hard to try and get the best deal for people like the caller's friend who's just identified some of the many problems that people have when they're facing redundancy.

DUGGLEBY: Okay, we must move on. Lots of calls coming in. Jason in Frome, you're next.

JASON: Hello. I'm phoning up regarding redundancy, which I survived last year by opting for a 4 day week. This year I'm facing redundancy again because my employers are now downsizing and moving location, and this could be out of my possibility of going with them because the money I'm bringing home is less than for my travel. Redundancy is an option for those of us who can't do that, but I've been led to believe if I'm not forced to work my notice period, I'm entitled to one week's salary equivalent for each year served. Is that true?

DUGGLEBY: Carolyn?

BROWN: The notice entitlement will depend on the contract ...

JASON: Okay.

BROWN: ... and so you do need to have a look at that. But generally that is calculated by one week's pay for each full year worked, and on top of that there may be an entitlement to a statutory redundancy payment if 2 years service has been aggregated.

JASON: Yes, I've been there 10 years now.

BROWN: Yes.

JASON: Okay, thank you very much.

DUGGLEBY: Alright, thanks for that call. Now Tony in Durham.

TONY: Hello. I'm also ringing on behalf of a friend of mine who has been employed for most of the last 4 or 5 years through a local agency, but with three to four different employers.

DUGGLEBY: I think this is actually your son, isn't it, Tony?

TONY: It is, yes.

DUGGLEBY: Yes.

TONY: The most recent one, he worked for 18 months continuously; and then out of the blue in August, together with I think three or four other colleagues, he was finished. And I say finished because I'm not quite sure technically whether he was redundant because he obviously wasn't employed by the employer but through the agency.

DUGGLEBY: Okay, so he's lost his job with the firm that he was working for through the agency?

TONY: Correct.

DUGGLEBY: Right. And the question you're basically putting is what has this got to do with 1st October - which, as many listeners will know, is the date when these new ... I think they came from Europe, did they Clive, the new regulations?

HOWARD: They did indeed. Yes, that's right. Implementing the temporary workers directive.

DUGGLEBY: Somebody's referred to it as Swedish Derogation.

HOWARD: That's one part of it.

VEALE: It would take about 25 minutes to explain that one.

DUGGLEBY: Right. Anyway, so what's the position here? They were got rid of before 1st October. Is that it?

HOWARD: Just a couple of points. If they were got rid of before 1st October, those

new regulations have no application. That's the first point. What I'm interested in there is whether your son actually has some kind of employment contract with the agency.

TONY: He does, yes.

HOWARD: So in that case, he may well be an employee of that agency and have all the rights that go with that employment. It depends very much on whether he can show he's got continuous employment, whether there's any breaks in service. But if he's got continuous employment with the agency and he has been dismissed, then potential claims for redundancy and unfair dismissal are triggered.

DUGGLEBY: But to the agency, not to the firm who is using the services?

HOWARD: The employment relationship would be the agency and the individual.

TONY: Yeah, but he hasn't been made redundant from the agency. He's still on the agency's books. He's just been told that he is no longer required at that particular employer.

HOWARD: Ah right, the assignment is finished.

TONY: Well the assignment hasn't finished. He and ...

DUGGLEBY: *(over)* Yeah I follow it, yeah okay. So the firm has simply made sure he isn't going to come under these new rights that are going to accrue, Sarah, from 1st October?

VEALE: I rather suspect that's the case. I mean the problem is that it is quite legal for an agency to take on their agency workers as direct employees, as Clive is saying, and in that case they're not actually strictly speaking agency workers any longer. They are the employees of the agency and are then you know sent out to various employers to

do jobs. But the trick there is that because they're the employees of the agency, the new equal treatment provisions which would normally say that after 12 weeks working in the company you'd be entitled to equal pay and conditions to the permanent workers doing the same job as you wouldn't come into play because you wouldn't be an agency worker really, you'd be an employee of the agency.

DUGGLEBY: Effectively here though, I mean I read into what Tony's saying, this is his son - he's enjoying working, he's enjoyed working for this firm, he's doing well, he's doing the job properly - and simply solely on the grounds of this piece of legislation, the firm concerned has more or less said well we can't keep you on.

VEALE: I think the firm's being mischievous. I think they could have kept him on and paid a little bit more. And if they weren't, it shows that that they were exploiting agency workers by taking them on at a low rate. It is a blunt instrument, a piece of EU legislation always, but the purpose is to stop the really invidious practice that was going on in some of the larger companies whereby they would for years on end take on agency workers at a much lower rate than their permanent staff simply because they didn't want the employment contractual obligations of taking on staff, and it seemed to us to be wrong to be treating one group of workers who were doing exactly the same job for year after year as second class citizens.

DUGGLEBY: Carolyn, you want to come in there.

BROWN: Yes. Of course the use of agency workers has given flexibility to the business and often many working for agencies actually choose to have that path, but I do understand and appreciate that that has been tended to be forced on a few people in more recent years.

DUGGLEBY: Can I pick up an email here that's come in. Most of these emails, incidentally, we're going to treat as anonymous because they don't want to be identified with sort of quite well-known firms. But this is Neil and he says that on this agency workers thing, as far as lorry drivers are concerned he says that some lorry drivers in a big firm, agency drivers, have already been forced to sign a new contract

which removes all their rights - that's these temporary work agency rights - and he thinks this is scandalous. Have you got any comment on rewriting of contracts, Clive?

HOWARD: I think this is probably a reference to this Swedish Derogation.

DUGGLEBY: Ah right.

HOWARD: And essentially what it says is this. All the rights under these agency worker regulations continue to apply even under this derogation other than the equal pay provision. That's the first point. So some of the rights will stay there for the lorry drivers in this organisation, the same with everybody else, but you do lose the right to equal pay. But in order for this to apply that company needs to have these individuals on permanent contracts of employment and they must pay those individuals in between assignments. If they don't do that, this derogation, this waiver doesn't apply. If those conditions apply, then they can get them to sign a new contract whereby they opt out of their equal pay rights. That's going to be quite controversial how tribunals approach this, but in theory that can happen. So they lose their equal pay rights, but they don't lose their other agency protection.

DUGGLEBY: Sarah, I don't want to name the firms concerned, but the listener has named them. You're probably aware of them. Now what's your view about this rewriting of contracts?

VEALE: I'll tell you what I think the problem is. Exactly as Clive says, the agency can take the people on directly and pay them. But the trouble is they only have to provide them with an hour's paid work a week to have them trapped. It's rather like the previous question that was asked. The problem is that they can work for just one hour a week and then be exempted from all the good provisions in the agency work directive about equal pay. And people will sign these things, I think often without realising that. It may be that the agency will provide them with far more work and they'll be fine, but the flexibility at the moment is in danger of cutting one way only. And we do have a real worry in the TUC that the way in which the directive has been transposed into UK law has allowed a perfectly legal derogation, the Swedish

Derogation, to be used against workers who are being persuaded to sign on with the agency without probably realising that that means they don't get the equal pay; and they will, however much they're protected in some ways and they're employees of the agency, they're not going to be guaranteed the sort of work and the pay that they might have thought they were going to get before.

DUGGLEBY: We must move on, but thanks for that. Incidentally, if you're an employer or a small business, do please ring us. This is not a programme exclusively aimed at disgruntled employees. This is a programme for either side of the fence, if I may term it that way. But in the meantime, Lucy you have the next call.

LUCY: Hello, my question is about redeployment. My partner works in the NHS as a child mental health practitioner. He has recently had to reapply for his job and a number of posts have been cut, and he was unsuccessful. He's now in a period of redeployment and he's been offered a post as a senior nurse on a psychiatric in-patient ward. My question is given that he is a trained social worker, not a nurse, he has no experience of working on a hospital ward and also the post entails weekends and night shift work and we have a young family for whom he partly has caring responsibilities, can this be considered as suitable alternative employment?

DUGGLEBY: Right, this is an issue being raised by a number of people - this so-called reapplying for your job, but it's not quite the same job as you thought; or indeed your existing job has ended and you have to reapply for something which may or may not be suitable. Any general comments on this problem, Clive?

HOWARD: Yeah, I think the test is if this offer is suitable alternative employment, then in theory if your partner decides not to take it, they would lose any entitlement to redundancy. But the issue is what is suitable alternative employment. The factors you mention may well be relevant. Suitable in terms of employment means you can take in objective factors - is it the same kind of status, does it have the same kind of qualities in terms of the job - but also personal factors: travel, family care and so on. So your partner may well have very good arguments to say this is not suitable alternative employment, I do not want it, and I'm entitled to my redundancy.

DUGGLEBY: I want to bring in Margaret from East Sussex for a moment because, Margaret, your case is not quite the same, but it is a change of the sort of work that you've been doing - is that right - or your niece has been doing?

MARGARET: My niece.

DUGGLEBY: Yes, your niece. But she again has been shifted into another work.
(silence) Hello Margaret?

MARGARET: Yes.

DUGGLEBY: You're raising a question which is similar to the previous caller, which is that your niece is being asked to do different work from the work she was doing before she had to take leave for medical reasons.

MARGARET: That's right, yes.

DUGGLEBY: Yes, so what's the question? The question is are they entitled to make her do any work they want her to do?

MARGARET: Well she's finding it very difficult learning new skills.

DUGGLEBY: This is the NHS as well. This is the reason why I'm coupling with the previous ...

MARGARET: No, it's not the NHS.

DUGGLEBY: It's not the NHS?

MARGARET: No.

DUGGLEBY: Alright, so what is it?

MARGARET: She's a rep.

DUGGLEBY: A rep, sorry - a rep in the medical profession.

MARGARET: Yes, but nothing to do with NHS.

DUGGLEBY: Right. And she's been given work which she's finding difficult to do?

MARGARET: Yes, she's finding the travel a lot more difficult and learning new skills when the job she was originally in was available, I understand, for her to carry on with, but she was moved.

DUGGLEBY: Okay, right, we get the picture. In other words, her duties have been changed Carolyn, I think.

BROWN: So, Margaret, do you know why the duties have been changed? Is it to support her or is it making it more difficult?

MARGARET: Making it more difficult, I understand.

BROWN: Okay. Because it can be the case that if somebody returns from such serious ill health, as in this case, that the employer (with consideration to the duty to make reasonable adjustments) may themselves make beneficial change. So if in fact they're making it more difficult for her to do her job, one would have to look at whether she has rights in relation to asserting that she's being treated unfairly by reason of her disability or whether she may have to consider herself as potentially unfairly being dismissed. Alternatively she may wish to raise grievances.

DUGGLEBY: Okay, we're moving on now to an email that's come in from a listener in London. And he says, 'We all accept that in these times of falling demand employers may sometimes have to dismiss employees for reasons and make them redundant, but our employer has recently threatened in writing to dismiss employees

on the grounds of poor performance and yet the employer is in a position actually to allocate what we would term profitable work to various types of employees.' So you know I think they're saying we can rig the market. Is this lawful? Sarah?

VEALE: Well here you get to the heart of dismissal and whether or not it would be fair because you can, if someone's under performing or not doing what they should be doing - as long as you go through proper procedures as an employer, then you can handle that. You can give warnings and ultimately you can fairly dismiss somebody. Now I would certainly recommend employers to look at the ACAS code on handling grievance and disciplinary, and I'd certainly urge employees to look at it too because they have an absolute right to raise these matters as a grievance. And often on these programmes I worry that people will try to resort to the law too quickly. Often a very quick conversation with an employer will resolve the matter quite simply.

DUGGLEBY: In this case though, Sarah, he says that it's been done in writing. So that of course is very clear in writing. It's not just an idle threat.

VEALE: No, no, I would raise a grievance about it to cover yourself if you do end up in litigation and say that you want them to give you good, sound reasons why they're doing this; give you the opportunity to say, exactly as the caller is saying, you know that unfair allocation of work means that the tests of whether someone's performing well or not are not fair tests. So it needs to be teased out at work, I think.

HOWARD: And one of the fair reasons for dismissal is capability.

VEALE: Capability, conduct and performance.

HOWARD: Yeah and the employer needs to show capability.

VEALE: Yuh.

HOWARD: And clearly if the argument is you can't prove that I'm not performing

well because you're controlling the whole process, then you're going to have a very good argument that this is not incapability.

VEALE: Couldn't have put it better myself.

HOWARD: Thank you, Sarah. (*laughter*)

DUGGLEBY: Another email. This is again on ... this is unfair dismissal. Now this man, he worked in a restaurant and apparently there was some dispute with a customer - what he calls a "problem customer." Two days later he turned up for work, he was suspended, then dismissed for gross misconduct - i.e. indecent conversation with a customer. Disciplinary hearing, appeal, no luck. But in the meantime, just after this happened, his manager said to him, "That guy really hates you" referring to the area manager who was the man above him, "you know and he's glad to get rid of you." Now he says was this fair dismissal. And he adds, "The customer lied about the majority of what happened, but it was one person's word against another." And the employer's refused to go back to the customer or re-open the case. What are his rights? Who can take that one? Clive?

HOWARD: This is a classic scenario where you have someone dismissed for misconduct and it's one person's word against another. It's all about credibility. And this kind of background evidence that the manager may be out to get the person - if you can prove that, that is absolutely relevant and it may well help establishing that your version, the employee's version is going to be believed by the tribunal.

DUGGLEBY: Carolyn?

BROWN: It may also help to establish that the employer has overreacted to the customer's complaint.

DUGGLEBY: Because, after all, it's one person's word against another, Sarah.

VEALE: Well this is always difficult in tribunals or indeed in any courts. The importance of gathering evidence actually for both employers and employees when difficulties start is absolutely paramount. But exactly as Clive says: I think if you can prove, even if you're repeating conversations or showing an email that you've been told you know is confidential, if it's important to your case and it's a matter of life or death in terms of whether you keep the job, I wouldn't hesitate to use it frankly.

DUGGLEBY: Okay, moving on now to Rachel in Shropshire. Rachel?

RACHEL: Hi, good afternoon. My question's around maternity leave and rights during a period of consultation. So the situation at the moment would be my company's in collective consultation and I could start my maternity leave very soon. Would I be better to begin my maternity leave prior to the end of collective consultation and therefore gain full maternity leave rights as well as notice of pay ... sorry payment during notice period, or should I wait until individual consultation? I'm just kind of wondering what would be best and where I stand really?

DUGGLEBY: Okay before I take that, I'm going to bring in Sam from Elstead in Surrey because she's got a question also about maternity. Sam?

SAM: Hello, good afternoon. Yeah mine is sort of similar in the fact that I told my director 3 weeks ago that I was pregnant - I was only 9 weeks at that time - and then I was called into a meeting on Monday just gone where I was told that I was under consultation and at risk of redundancy. And the new role, it's two roles being merged into one and the new role would be based in Scotland.

DUGGLEBY: Right, Carolyn, can you pick the details...

BROWN: Well taking the first point, I think some of that may depend on whether you have reached the period within which you would be entitled to your statutory maternity pay because, if so, it may not matter too much when you commence your leave if it looks as though the individual consultation is a little way away. With the position on the lady who's just told the business that she is pregnant, if two roles have

gone into one, is there someone who's not pregnant whose role is also being made redundant because that would make the case a little harder to assert that this is sex discriminatory dismissal?

SAM: Yeah basically there are two people involved: the two roles - he is based in Scotland at the moment and I'm based down in London. But basically less than a year ago, it was just one role that I was doing before and previously the role was based in London. When the role was split, there were then two that were in London and Scotland based, but before that, for the 4 years before that, I was doing the role from London.

BROWN: It sounds like the role can be done from London then and the suggestion it has to be done from Scotland does look dubious and questionable.

SAM: Right, okay.

DUGGLEBY: Okay and now we'll take Andy in Stansted. Andy?

ANDY: Hello there. I'm a contract pilot. I work for an agency for a well-known low fares airline and I wondered what rights I have with regard to sick pay and pensions and things like that. We have no sick pay, no pension, and obviously the full-time pilots with the company have sick pay, pension rights and so on and so forth.

DUGGLEBY: Is this a matter of whether you're an employee or are you a temporary worker, or you're under a contract or are you self-employed?

ANDY: I have a 5 year contract, but I have a limited company which is employed through an agency for this low fares airline.

DUGGLEBY: So you're operating through a limited company?

ANDY: Yes.

DUGGLEBY: Yes, Clive, I think that's the problem, isn't it?

HOWARD: There may be one angle here because under the agency workers' regulations we were talking about, there is a possibility - and it's not going to be clear until we see a few cases coming through - the individuals who are employed through their own limited company may actually be classified as agency workers. And so there may well be an argument that you are an agency worker and therefore have the rights, the entitlements which are now triggered by these regulations.

VEALE: But Clive, they're only rights to statutory pensions and sick pay, aren't they? They're not contractual ...

HOWARD: *(over)* That's correct, it is.

VEALE: *(over)* So it's not the company's sick pay ...

HOWARD: *(over)* It's not the company's pension, but it's better than nothing.

VEALE: Better than nothing, yeah.

DUGGLEBY: The point, Sarah, there's obviously clearly amongst our audience quite a lot of misunderstandings about the roles of temporary workers, about contract workers, about self-employed workers who are taken on for contracts that last for a month or two. The status of employment is very hard to define sometimes.

VEALE: Incredibly so and the courts, as our two legally qualified guests will attest, I mean the courts wrestle with these issues. I mean there's a difference between an agency worker, an employee and someone who's a worker who's contracted to provide a service. And of course temporary workers aren't necessarily agency workers. You can have someone taken on on a fixed term contract for 3 months.

DUGGLEBY: Indeed, as we've got an email in saying somebody who gets a sort of

series of contracts with breaks in between for several weeks.

VEALE: Exactly. And some employers are quite wiley at getting round it.

DUGGLEBY: And they say they don't accrue any employment rights.

VEALE: Well no, they probably haven't. I mean it depends entirely. Each case really has to be looked at on its facts and it would depend on what the breaks were, what the contract said. But it is very, very complicated in the UK working out what your employment status is, and it's something which I think any government should really get a grip on.

DUGGLEBY: Okay, well let's take an email from a listener in Nottingham. And he says in an era of part-time work, what's the position if I have a part-time job? - which obviously he does, works 20 hours a week, and the employer says I need you from time to time to cover for extra work - sickness and holidays. But I've been told I can't take another part-time job, otherwise I'll get the sack because the first employer - i.e. employer number one - says well I might need you but I might not. What's his position, Carolyn?

BROWN: One does need to look at what's been contractually agreed. If the part-time worker has agreed just to work certain fixed hours and no more, then the employer can effectively require more.

DUGGLEBY: Hold them to ransom?

BROWN: That's right. If, however, there's been an agreement to do cover work or some other such and perhaps a payment for that, then that could restrict them from taking other work during the cover periods.

DUGGLEBY: It seems a bit unfair, Clive, you know if you need another 4 hours work to make ends meet and you're kind of prevented from doing so under threat of

dismissal from the first job.

HOWARD: Absolutely, and it goes back to what we were saying earlier. For goodness sake check your contractual terms. Check them carefully and check them before you sign up.

DUGGLEBY: Right. Okay, we've got a call now from Sue in Worcester. Sue?

SUE: Hello.

DUGGLEBY: Hello Sue, your call.

SUE: Hello, yes. I've worked as a consultant for the same organisation for the last 5 years and I sign an annual contract each year. I work 4 days a week for them and I'm just wondering what are my employment rights. For example, could I consider employment tribunal?

DUGGLEBY: If you're under threat of your contract not being renewed?

SUE: That's right.

DUGGLEBY: Well Carolyn, an employer doesn't have to renew a contract, do they?

BROWN: An employer doesn't have to renew a contract, but if that is a fixed-term contract with an employee, failing to renew it will be a dismissal and give them the right to claim unfair dismissal dependant on service rights. So the issue here for Sue is whether she is an employee or not.

SUE: Yes.

DUGGLEBY: Okay, a quick comment from you, we're coming to the end of the programme, Sarah.

VEALE: I think again we're into this rather difficult territory of people not quite knowing what their rights are and employers sometimes using a series of fixed term contracts to stop the employee ever getting to the point where they've been employed for one year. And you know that the qualifying period for unfair dismissal is going up in April to 2 years, so from April next year you will have to have worked for 2 years for the same employer before you can even think about claiming unfair dismissal. At the moment it's one year, but it's going up to 2, which will make it rather more difficult for people to claim unfair dismissal if they think they've been unfairly dismissed.

DUGGLEBY: Just a final comment, a quick comment from you, Clive.

HOWARD: The issue is are you an employee? And there has been a very recent case, the law is a mess, but what we tend to say now is you are an employee if you have an obligation under your contract to do work. If you are obliged to do work, then you will be an employee. So it sounds to me, Sue, that you are an employee.

SUE: And I have equipment to do my job. They've issued me with equipment.

HOWARD: Yeah, that's consistent.

DUGGLEBY: That's pretty good support, isn't it? Okay, well I'm afraid we've run out of time, but many thanks to my guests: Sarah Veale, the Head of Equality and Employment Rights at the TUC; Carolyn Brown who's a partner with Finers Stephens Innocent; and Clive Howard from Russell Jones Walker. If you'd like more information on the issues raised in the programme, bbc.co.uk/moneybox is your first port of call. You can listen again, download a podcast or wait for the transcript which will be ready in a couple of days. Money Box is now taking a short break. I'll be back on November 9th. Good afternoon.