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**Zero Hours Contracts**

# Zero Hours Contract is not a legal term

Convenient shorthand for a worker who:

- is only paid for work actually performed
- is required to be available for work; and
- is prohibited from working for other employers, despite there being no guarantee of further work.

ZHCs are used widely and for long periods to get round employment protection and job security - an abusive device to avoid employment responsibilities rather than a genuine need for flexibility.

# Language around ZHCs

- Almost always offered on a 'take it or leave it' basis in circumstances where new employees have no realistic option but to accept those terms.
- Employee and the employer are not equals
- A myth that employees welcome ZHC's freely and after being fully informed about what they mean for them.
- In the eyes of UK law an individual who works under a contract of employment is an 'employee'.
- Being an employee gives legal force to basic fairness, and rights which the employee can enforce if there is a breach.

# The 'self employed' scam

- ZHCs offer the chance for employers to transfer some of the risk of running a business onto individuals with their being treated as if self-employed.
- Workers exploited by ZHCs 'choose' to be self-employed like a prisoner 'chooses' to remain within a prison.
- The lack of choice debases and distorts the phrase 'self-employed' - Uber/Deliveroo.

# Exclusivity clauses

- Exclusivity clauses deny a competitor a knowledge or skills resource without having to pay for that tactical advantage as the cost is passed onto the individual worker.
- Exclusivity clauses are a disincentive for more traditional employment arrangements and investment in staff training.
- The bulk of individuals on ZHCs in the UK are in low-skill, low pay occupations and the idea that they would go to law to overturn an exclusivity clause is ludicrous.

# The way forward in the UK

- All ZHCs should be deemed to be contracts of employment.;
- Exclusivity clauses should be banned entirely;
- After one year on a ZHC an individual could seek to have it transformed into a 'traditional' contract of employment. This structure already exists in the UK for those employed under fixed-term contracts for a continuous period of 4 years;
- The introduction of a right to request a traditional employment contract based on the Part-time Workers Directive;
- Re defining 'work' time for the purposes of r15 of the National Minimum Wage Regs and para 17 of the Agricultural Wages Order to include in the definition of 'work' time where the worker is required to be available for work and is prohibited by the contract from working for another employer so as to include those periods in the calculation of the NMW which would almost certainly lead to employers being incentivised to limit those periods when the worker is 'on call'