

Citizens Advice Scotland

Scottish Association of Citizens Advice Bureaux
www.cas.org.uk



Consultation – Zero hours employment contracts

Response from Citizens Advice Scotland

Rob Gowans

Policy Officer

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- Citizens Advice Scotland and its member bureaux form Scotland's largest independent advice network. CAB advice services are delivered using service points throughout Scotland, from the islands to city centres.
- Citizens advice bureaux in Scotland helped clients with over 500,000 new issues in 2012/13 – more than 1,400 new issues for every day of the year. Nearly 200,000 clients brought new issues to a bureau over the year.

Introduction and Background

Citizens Advice Scotland welcomes the opportunity to respond to this timely consultation, which examines an emerging issue which has caused a range of problems for CAB clients – the misuse of zero hours contracts. Citizens advice bureaux in Scotland advised on 44,128 new employment issues in 2012/13 – around 723 per working day. Case evidence reported by bureaux has highlighted a number of different problems stemming from the way zero hours contracts have been used by employers, particularly in the last six months.

A number of commentators have argued that zero hours contracts are well-suited to particular types of work, such as casual work, seasonal labour, or occasional consultancy arrangements. It is also pointed out by the CIPD¹ amongst others, that many workers with a zero hours contract are not unhappy with their working arrangements. We recognise that zero hours contracts are not in themselves a problem and that there are situations where they suit workers and employers alike.

However, the *misuse* of zero hours contracts is becoming a major problem, which should be addressed to prevent exploitation and hardship. Misuse can include situations where zero hours contracts are issued by employers inappropriately – such as where a standard full-time or part-time contract may be better suited. This may be because employers are under the mistaken impression that they represent a suitable option for the worker, or that it enables them to take on staff whilst avoiding certain statutory employment rights.

Whatever the reasons, there is clear evidence from citizens advice bureau clients that a number of problems have been caused from their misuse. In the last six months alone, citizens advice bureaux have reported:

- Instances of workers on zero hours contracts having their hours suddenly cut as ‘punishment’ with no recourse available
- Workers on zero hours contracts accruing multiple debts including payday loans, due to the significant variance in their working hours from week to week
- Workers being forced them to rely on food banks in weeks where no work is provided
- People employed on a zero hours basis having significant difficulty in ascertaining what support they may be entitled to through the benefits system
- A lack of clarity over what entitlements – if any – individuals with a zero hours contract have to rights such as paid annual leave, maternity pay or sick pay
- Uncertainty over whether zero hours workers are afforded any protection from poor employment practices.

Action to prevent this misuse is timely, and should be treated as a priority. We welcome this consultation as an opportunity to consider some of the problems faced by CAB clients with zero hours contracts and to consider some potential solutions.

Summary

- The misuse of zero hours contracts is becoming a major problem, which should be addressed to prevent exploitation and hardship.
- CAS recommends that the Government legislates to ban the use of exclusivity clauses in contracts where no work is guaranteed, except in circumstances where a limited restriction can be justified.
- CAS would welcome additional information, advice and guidance for employers and employees on employment contracts and rights, particularly for those employed on a zero hours basis, but believes that many of the difficulties caused by misuse of zero hours contracts are not caused by a lack of information or guidance and that this will not solve all the problems.
- CAS recommends that guidance to individuals, as well as Jobcentre Plus staff, is published clarifying that individuals who leave zero hours contracts due to the lack of work available; or who decline offers of zero hours work for the same reason should not be sanctioned.
- CAS feels that model clauses for zero hours contracts could be useful to employers and recommends they are produced. However, it should be recognised that many of the situations in which zero hours contracts are misused are not caused by the terms of the written contract, but by particular practices.
- CAS recommends the Government considers options to strengthen employment law to protect workers from the misuse of zero hours contracts including:
 - Legislate to ensure that where mutuality of obligation for the employee to undertake work provided by the employer is present, an individual is classed as an employee rather than a worker even if their contract states zero hours
 - Give workers on a zero hours contract a statutory 'right to request' a contract that guarantees hours, without fear of dismissal
 - Extend protection from unfair dismissal to workers as well as employees
 - Extend rights to parental leave and pay to workers as well as employees
- CAS believes that a 'Fair Employment Commission' needs to be established to ensure that employment rights are protected and that rogue employers are prevented from exploiting workers and gaining unfair advantages over good employers.
- CAS would recommend that employers are required to inform prospective candidates that the vacancy is on a zero hours basis, for instance by publishing it in the job advertisement, or by informing them at interview.

Addressing exclusivity

Q1. Are there circumstances in which it is justifiable to include an exclusivity clause in a zero hours contract? If you answer yes, please describe the circumstances that justify such a clause.

Whilst not the biggest problem facing CAB clients with zero hours contracts, instances of restrictive exclusivity clauses have been reported. There may be some limited circumstances where some form of exclusivity clause may be justifiable in a contract with zero hours guaranteed. For example, where a person is employed on a zero hours basis for occasional consultancy work, a clause preventing them for working for a direct competitor to prevent any conflict of interest or the sharing of commercially sensitive information may be considered a reasonable circumstance for a limited clause.

However, it would be hard to justify a blanket clause that prevents a worker engaged on a zero hours contract from taking on any other employment. In circumstances where no work is being offered, CAS would not consider it reasonable for an employer to prevent an employee from working elsewhere.

Case study – Exclusivity

- *A West of Scotland CAB reports of a client who is currently on a zero hours contract, but was offered a permanent full time job doing similar work to what they currently do. However, their current employer contacted their prospective employer to complain and 'put a stop to' the client going to work for the company.*

On balance, Citizens Advice Scotland believes that the circumstances under which an exclusivity clause could be inserted in a zero hours contract should be restricted.

Q2. Do you think the Government should seek to ban the use of exclusivity clauses in employment contracts with no guarantee of work?

A ban on exclusivity clauses in contracts that guarantee no work is an attractive solution that would prevent workers being stopped from seeking other employment if their current employer has no work to give them. It is extremely unfair for an employer to prevent someone from taking on another job, 'just in case they're needed'.

It also complements the Government's aim for a labour market that is flexible, effective and fair as set out in the consultation document, by promoting flexibility for individuals to balance the flexibility enjoyed by their employer. Legislation, as opposed to guidance or a code of practice would provide clarity and a clear right of redress when breaches occur.

However, as set out in our response to Q1, there are certain circumstances where it might be reasonable for an employer to place limited restrictions on who the

individual could simultaneously work for – broadly in circumstances where a conflict of interest would be caused.

On this basis, CAS recommends that the Government legislates to ban the use of exclusivity clauses in contracts where no work is guaranteed, except for in circumstances where a limited restriction can be justified, such as restricting the worker from working for a direct rival where there is a clear conflict of interest.

Q3. Do you think an outright ban on exclusivity clauses in employment contracts with no guarantee of work would discourage employers from creating jobs? Are there any other unintended consequences of Government action that should also be considered?

A ban on exclusivity clauses, except for in limited circumstances as outlined should not be a barrier to jobs being created. What it would do is act as encouragement for employers to consider more carefully the nature of the contracts that are being issued, and what may be most appropriate to the circumstances in question. For instance, if an exclusivity clause is required to prevent the individual from taking on other employment, then a more standard part-time or full-time contract may be more appropriate.

Allowing limited exclusivity clauses in circumstances outlined in our response to Q2 should avoid the unintended consequence of a casual worker or consultant working for a direct rival and causing a conflict of interest.

Q4. Do you think Government should provide more focused guidance on the use of exclusivity clauses, for example setting out commonly accepted circumstances when they are justified and how to ensure both parties are clear on what the clause means? If you answer yes, what information should be included?

CAS feels that guidance alone will not prevent misuse of exclusivity clauses in zero hours contracts, and the Government should legislate to prevent their use as outlined above. Guidance on the practical application of this legislation may be helpful to employers, for instance setting out examples of the type of situations where an exclusivity clause may not be used, and encouraging them to consider alternative types of contracts if they are concerned about individuals seeking other work during times when no hours are being offered.

Q5. Would a Code of Practice setting out fair and reasonable use of exclusivity clauses in zero hours contracts (a) help guide employers in their use, and (b) help individuals understand and challenge unfair practices? Please explain your response.

As outlined above, CAS believes that the best way to ensure that exclusivity clauses are not used unreasonably and unfairly is to restrict them in statute, backed up by

guidance. In these circumstances, there would be no need for an additional Code of Practice.

Q6. Do you think existing guidance and common law provision are sufficient to allow individuals to challenge exclusivity clauses and therefore no specific action from Government is required?

CAS believes that existing guidance and legislation are not sufficient to allow individuals to challenge exclusivity clauses. We feel that action is required, as detailed above.

Improving the transparency of zero hours contracts

Q8. Would the additional information, advice and guidance suggested in the first option [on (a) employment contracts and rights and (b) entitlement of zero hours workers to benefits], help individuals and business understand their rights and obligations? If not, what other information should Government provide?

CAS would welcome additional information, advice and guidance for employers and employees on employment contracts and rights, particularly for those employed on a zero hours basis. As the consultation document recognises, there is a problem with workers being unclear about the terms of their contract, and workers and employers being unclear on what rights they are entitled to on a zero hours contract.

However, many of these difficulties are caused by misuse of zero hours contracts which, by accident or design, exploit weaknesses in the law in this area, rather than because information and advice is not available.

Uncertainty over whether those engaged on a zero hours contract are legally workers or employees is at the root of this problem in a number of cases. A number of Employment Tribunal rulings, which have looked beyond the written contract and considered what has taken place in practice when determining whether someone should be classed as a 'worker' or as an 'employee'ⁱⁱ, have further muddied the waters.

Citizens advice bureaux have reported a number of cases of workers whose employment rights were far from clear, and whose employers do not grant them certain rights on the basis of their zero hours contracts.

Case Study – Maternity Pay

- *A West of Scotland CAB reports of a client who is single and expecting her first child. She was working on a zero hours contract, but has now left her employment as her employer told her she would not be due any maternity pay due to the fact that her contract was zero hours.*

Case Study – Statutory Sick Pay

- *A West of Scotland CAB reports of a client who has worked for her employer as a home carer since January of last year. She underwent an operation to her hand in May of this year and has been off sick from work since. She does not receive Statutory Sick Pay as she is on a zero hours contract. She has had a meeting with her employer about taking on lighter duties but this request has been refused. She is not looking for reduced hours but does not feel that she can carry out the same duties due to pain. She has qualifications in support/social work and would ideally like a similar post. Her employer is not taking any action to dismiss her and is quite happy to keep her on as long as she continues to hand in medical certificates. She is not sure if she should comply with this or simply resign.*

Case Study – Holiday Entitlement

- *An East of Scotland CAB reports of a client who came in and reported that she had been employed for around two years and she had not had any paid holidays. She spoke to her manager about this and was told that as she was on a "zero" hours contract she was not entitled to any paid holidays. The bureau assisted the client in writing a grievance letter.*

In a number of cases relating to the misuse of zero hours contracts, poor employment practices are reported by workers engaged on them. As the consultation document points out, this is not necessarily because of the contract in itself. However, in practice employers have used their ability to cut their hours to the individual as a 'punishment' to deny them their basic statutory rights, deter them from asserting their rights, or in an attempt to make them resign.

Case Study – Reduction in hours used instead of termination

- *An East of Scotland CAB reports of a client who has been employed for four years on an 'as and when required' basis. Over the last six months he has worked around 50 hours per week. He has now been advised that there are no further hours for him, but that he is not being made redundant or his contract terminated. Two days later the client went online to see what work was available and the job which he did was advertised by his employer. The client has been advised by one manager that if he chooses to leave, he would receive a good reference, but does not wish to leave the job and has worked nearly every week whilst he has been employed there.*

Case Studies – Reduction in hours used as 'punishment'

- *An East of Scotland CAB reports of a client employed on a zero hours contract which specifies 'no more than 25 hours per week'. The client reports that she has been consistently working about 25-27 hours per week for the past year, until recently when her hours were cut back to 6 per week. The reason given is because there is less work to do during winter, but the client feels the real reason is due to a clash with her new manager, stemming from her refusing to do additional admin work for no extra pay. This resulted in an*

unpleasant meeting, where the owner and manager shouted at her and threw a pen, immediately prior to her hours being cut.

- *A West of Scotland CAB reports of a client who is employed on a zero hours contract. His best friend was previously the assistant manager, but had left on bad terms with the current manager. Since then, the client's hours have been cut from 30 hours per week to 6, and the client feels he is being singled out and treated unfairly by the manager.*
- *An East of Scotland CAB reports of a client who works as a waitress and feels she is being unfairly treated by a new manager, including undermining her in front of the staff and customers. The client did not have a copy of her contract, but it seems likely it is a zero hours one. Recently she has been told that, as they are employing some full time waiting staff, there is no need for her to do so many hours. On a number of occasions she has been told on arrival at work that she is not needed because the restaurant is quiet and sent straight home.*

This ability to dramatically cut the amount of work offered can act as a barrier to workers being able to enforce their rights in the first place, offers no flexibility or fairness to the individual, and is an example of clear misuse by unscrupulous employers. Increasing the amount of information available will not help workers in this situation, if attempts to assert their rights at work are met with their working hours being slashed.

The amount of work given to workers on zero hours contracts can dramatically fluctuate from week to week. Whilst information on available in-work benefits is helpful, in reality they can be difficult to claim, due to the need to estimate the amount of hours worked in an average week, or because the amount of hours worked only qualifies them for benefits in certain weeks but not others. This can also result in benefit overpayments due to the variance in hours worked week to week. This means that it is difficult to accurately advise clients on what entitlements they might have to in-work benefits.

Case Studies – Benefit Entitlements

- *A West of Scotland CAB reports of a client who has started a new job as an agency nurse on a zero hours contract and is not guaranteed shifts. The client wishes to find out if she will still be entitled to Council Tax Reduction and Housing Benefit. The client is also in receipt of child tax credit and child benefit. Ascertaining what benefits the client might be entitled to was difficult as her weekly hours and wages are constantly changing.*
- *A North of Scotland CAB reports of a client who left her job to take up a position with a zero hours contract with a care home. However she never started with them because she discovered too late that she would have to pay upfront for her new uniform and Protecting Vulnerable Group scheme membership. She applied for Jobseeker's Allowance (JSA) and is in the process of applying for a backdated Housing Benefit claim, as she has run up considerable rent arrears due to confusion over her entitlements. The client*

now has the prospect of another zero hours contract, and is concerned this will again confuse her assessment for benefits.

- *An East of Scotland CAB reports of a client who was undertaking work under a zero hours contract and received monthly payments. His Jobseekers Allowance (JSA) entitlement is affected by the amount of money he earns and is calculated from his monthly wage slips. However, whilst there are some months when he does not receive any wage, the amount received does not change until he provides a new wage slip despite the fact that he completes forms declaring that he has had no work for a particular period. His employer has offered to provide letters but would not give him weekly wage slips. The client felt that he was severely disadvantaged by this and there were times when his Housing Benefit was also affected.*
- *An East of Scotland CAB reports of a client who has a zero hours contract at the cinema where he has worked for 13 years. He previously received Working Tax Credit (WTC), but the payments stopped because his hours for the past year averaged less than 30 hours a week, which the client had not realised because of the erratic nature of his working hours. He was asked to phone to make arrangements to repay the overpayment of WTC, but as the client has a hearing impairment which makes it difficult to use the telephone he did not do so. Now he is facing legal proceedings to recover the debt, and has also been told he has been overpaid Housing Benefit because he had not informed the council that his WTC has stopped.*

One area where clear information, advice and guidance may be particularly helpful in relation to benefit entitlements is to provide certainty to individuals on zero hours contracts over their eligibility for JSA. Citizens Advice Scotland warmly welcomes the decision by the Government that individuals who leave zero hours contracts due to the lack of work available, or who decline offers of zero hours work for the same reason, should not be sanctioned.ⁱⁱⁱ However, recent cases have shown that individuals or Jobcentre staff may not be aware of the implications of this.

Case Studies - Sanctions

- *An East of Scotland CAB reports of a client who recently moved to the area from the south of England. He had been working in a petrol station on a zero hours contract but left to move to find work in Scotland. He applied for JSA and did get some payment but now has been told that he has been sanctioned for not having a good enough reason for leaving work. He has no money, his Housing Benefit has stopped and he is worried he will be evicted from his private let. The client was referred to a food bank.*
- *A West of Scotland CAB reports of a client who is currently claiming Jobseeker's Allowance (JSA), but also works on a zero hours contract. His hours of work vary from week to week and can be zero hours in some weeks. As he works unsocial hours, he has to travel by taxi to the workplace and the cost is £20. As he only earns £30 for working, it is not financially beneficial for him to work as his JSA is reduced accordingly and he has to rely on family to support him financially. He has been advised by Jobcentre Plus that he will be*

sanctioned if he leaves his job voluntarily and would like to know where he stands on this.

CAS recommends that guidance to individuals, as well as Jobcentre Plus staff, is published clarifying that individuals who leave zero hours contracts due to the lack of work available, or who decline offers of zero hours work for the same reason should not be sanctioned.

Q9. Further to your answer to Question 5, would a broader employer-led Code of Practice covering all best practice on zero hours contracts encourage more transparency?

Whilst an employer-led Code of Practice on exclusivity clauses would not be necessary if legislation to restrict their use were enacted as we propose in Q1, there may be some benefits to a broader, best practice Code on use of zero hour contracts. However, there may be some pitfalls to such an approach, which could see misuse of the contracts legitimised or vulnerabilities in the system highlighted to other employers.

As detailed elsewhere in this response, there are a number of areas where some employers' use of zero hours contracts could be considerably improved. For instance, a Code of Practice might be beneficial if it recommended that employers:

- Consider carefully which type of workers they employ on a zero hours basis, restricting their use to types of work that are suitable – such as casual or occasional labour, consultancy work or seasonal labour – and utilise standard part-time or full-time contracts for other employees
- Clearly advertise that vacancies are on a zero hours basis, and discuss the realities of what hours are likely to be offered when interviewing candidates or before a contract is signed
- Ensure that the rights of workers on zero hours contracts are respected, including paying the National Minimum Wage and granting paid annual leave
- Strive to be fair and treat those that work for them with respect and dignity
- Extend general good practice employment practices to zero hours workers

However, given that some of the poor practices and examples of misuse are not illegal, then the creation of a Code of Practice (particularly one endorsed by the Government, as suggested in the consultation document) runs the risk of legitimising elements of poor practice. For example, it may also inadvertently alert employers such as that it may be possible to employ 'workers' rather than 'employees', with fewer rights by issuing a zero hours contract rather than one that guarantees part-time work, as well as to the practice of cutting hours to 'punish' workers or favour some over others.

On the whole, the effectiveness of a Code of Practice would largely be determined by the reasons why zero hours contracts are misused by some employers. If employers are misusing zero hours contracts based on a misunderstanding of what rights their workers are entitled to in law, or what other options may be available to them then the Code may be beneficial. However, if some employers are deliberately misusing zero hours contracts to avoid granting the statutory rights available to employees, or as a tool to 'punish' their staff by cutting their hours, then a Code of Practice is likely to have limited effect and may be counter-productive. Without full knowledge of the reasons for misuse amongst employers occurring, it is not possible for CAS to recommend whether a Code of Practice should be developed or not.

Q10. Do you think that model clauses for zero hours contracts would assist employers in drawing up zero hours contracts, and support employers and individuals to better understand their employment rights and obligations? If you answer yes, what should be the key considerations be in producing model clauses?

Drawing up model clauses for zero hours contracts may be useful to help avoid misuse. Clauses that clearly set out rights to pay, annual leave, paternity leave and pay, sick pay if applicable would be useful. Details of the basis on which the worker is engaged would be helpful, for instance if the employment is for work at occasional events or if the amount of hours offered may vary depending on the time of year.

As in our response to Q9 above, encouraging employers to choose contracts appropriate to the situation is important. This will involve considering their work allocation patterns and the factors that cause uncertainty over the levels of future work. Employers should also be encouraged to consider whether the situation justifies a zero hours contract, and suggest more appropriate alternatives such as flexible part-time contracts or contracts that set hours on an annual basis.

CAS feels that model clauses could be useful to employers and recommends they are produced. However, it should be recognised that many of the situations in which zero hours contracts are misused are not caused by the terms of the written contract, but by particular practices.

Q11. Do you think that existing employment law, combined with greater transparency over the terms of zero hours contracts, is the best way of ensuring individuals on zero hours contracts are making informed choices about the right contract for them to be on?

In terms of employment law, there are some potential areas where it could be strengthened to guard against the misuse of zero hours contracts. Unfortunately no single option would entirely prevent misuse, but some reforms may help to protect workers from some of the situations outlined elsewhere in this response. CAS would recommend the Government consider the following options:

- Legislate to ensure that where mutuality of obligation for the employee to undertake work provided by the employer is present, an individual is classed as an employee rather than a worker even if their contract states zero hours

As referred to above, Employment Tribunals generally operate on this basis at present, if a case comes before them. However, ensuring that this was put on a statutory footing has the potential to provide clarity for employers and individuals prior to a case being brought to Tribunal. It may dissuade employers from issuing zero hours contracts in unsuitable situations based on the mistaken belief that the contract prevents an individual being classed as an employee, even if they are expected to undertake work on a frequent basis.

- Give workers on a zero hours contract a statutory 'right to request' a contract that guarantees hours, without fear of dismissal

As we have indicated elsewhere in this response, one of the reasons that misuse of zero hours contracts occurs is because they are issued in situations for which they are not suitable. One possible remedy to this would be to give workers the right to request their contract be altered to one that is more suitable, such as a flexible part-time arrangement, without fear of being dismissed or disadvantaged by making the request. There would be no obligation on the employer to grant the request, but by giving reasons for declining it would encourage them to consider the implications of the contract on the worker, whether it is appropriate and alert them to the worker's desire for a more stable working pattern.

- Extend protection from unfair dismissal to workers as well as employees

This option would strengthen the rights of workers on zero hours contracts by giving them some redress in situations where the amount of work provided is dramatically cut in an apparent attempt to 'get rid of them'. This would represent a significant change in employment law and the impact would need to be carefully considered as it would extend to other workers including those on appropriate zero hours contracts. However, it may be a necessary measure to protect workers from extremely poor treatment at work.

- Extend rights to parental leave and pay to workers as well as employees

Citizens advice bureaux have reported cases where workers are denied paid maternity leave, including those on zero hours contracts. This reduces the flexibility of the individual engaged on a zero hours basis. One step to address this could be to extend the paternal leave and pay rights currently enjoyed by employees to workers.

One option that has been discussed publicly and recommended by some organisations is that contracts that guarantee no work should be banned outright. Whilst this option does have some merits, it would also outlaw contracts where working on a zero hours basis suits the individual and employer. Additionally it may simply result in the creation of similar unsuitable arrangements, such as the isolated case of a 'one hour contract' reported by a CAB.

Case Study – One Hour Contract

- *A West of Scotland CAB reports of a client whose daughter works for a chain of newsagents on a one hour per week contract, although she normally works on average 16-25 hours per week. When she takes a week's holiday she only gets paid for one hour. The client's daughter's shifts for the following week are allocated at the end of each working week and in the last two weeks she has worked 70 hours. The client wanted to know whether her daughter should be entitled to more than one hour's holiday pay per week.*

Legislating to protect employees from poor employment practices is difficult, and many instances of the misuse of zero hours contract occur when they are exploited by unscrupulous employers. In 2012, Citizens Advice Scotland published 'Fair Employment – Why Scotland's workers need a Fair Employment Commission'^{iv} reporting on CAB clients who had been systematically underpaid for the hours they worked, had their hours substantially cut, had been dismissed for attempting to assert their rights or were fearful of the consequences of doing so. The current system in place for the enforcement of employment rights is fragmented and difficult for workers to access.

CAS believes that a 'Fair Employment Commission' needs to be established to ensure that employment rights are protected and that rogue employers are prevented from exploiting workers and gaining unfair advantages over good employers.

Q12. Further to your answer to Question 11, do you think there is more employers can do to inform individuals on zero hours contracts what their rights and terms are?

One of the issues that prevent individuals employed on zero hours contracts from making informed choices on whether the contract is right for them is that it is entirely possible they are not aware of the terms of the contract until after they have started work for the employer.

Case Studies – Lack of information about contract

- *An East of Scotland CAB reports of a client who had worked at least 40 hours per week for a security firm for two years, until he was abruptly told that there was no work, given no hours and not paid. He had never been given a written contract, but was informed first that his contract had ended, and then told he had a zero hours contract, which he had never been informed of before. He kept in touch regularly, but was given no shifts and was notified the company had been taken over by another. He requested holiday pay, but was repeatedly fobbed off, including by a manager who asked why he wanted holidays as he was not working. The client has received payslips throughout but noticed that the most recent ones stated zero hours. The employers have suggested the client leaves.*

- *A West of Scotland CAB reports of a client who was told at interview he was guaranteed 30 hours' work per week, but three weeks after he started was given a zero hours contract. He was paid for the first month but didn't get paid what he was owed for the second month and hasn't been asked to work at all for the past month. He has been told that he won't be paid for hours he worked in the second month as they weren't on the rota, even though manager had asked him to work and he'd done the hours.*

CAS would recommend that employers are required to inform prospective candidates that the vacancy is on a zero hours basis, for instance by publishing it in the job advertisement, or by informing them at interview.

It would also be beneficial if the employer discussed the nature of the contract with the individual prior to them starting work, including what work is likely to be offered and if there is a possibility that they may get very few or no hours in particular weeks. Whilst it is perhaps understandable that employers may wish to de-emphasise this possibility to prospective employees, it is important in enabling individuals to make genuine choices about whether zero hours work is right for them and suits their circumstances.

Ongoing communication between employees and their staff about working patterns and discussing why the amount of work available has declined would also be simple yet effective ways to foster trust and understanding, by ensuring that workers are aware of the reasons why the amount of work available has declined, and under what circumstances more will become available.

ⁱ 'Zero-hours contracts – Myth and reality' - CIPD, November 2013

ⁱⁱ Pulse Healthcare Limited v Care Watch Care Services Limited and six others EAT 2012.

ⁱⁱⁱ https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/269392/foi-3022-13.pdf

^{iv} 'Fair Employment' report, February 2012. <http://www.cas.org.uk/publications/fair-employment>