



Ending the abuse of zero-hours contracts

TUC response to BIS consultation

Introduction

The Trades Union Congress (TUC) has 54 affiliated trade unions, representing nearly six million members who work in a wide variety of sectors and occupations across the UK. Many unions organise zero-hours contract workers and have campaigned for and negotiated improved working conditions for these individuals and others in precarious forms of employment.

The TUC believes that there is a serious problem of growing casualisation in the UK. Whilst atypical employment still represents a minority of employment, there is increasing concern that the UK labour market is moving towards lower paid, less secure and more exploitative forms of employment, at a time when job opportunities are scarce and many households are struggling with an unprecedented fall in living standards.

Of particular concern has been the rapid growth in zero-hours contracts. By 2012, the ONS estimated there were 250,000 zero-hours workers, (representing 0.7 per cent of the workforce), compared with 134,000 in 2006 (0.5 per cent of the workforce). The 2011 Workplace Employment Relations Study (WERS) suggested that that only 8 per cent of workplaces in England and Wales used zero-hours contracts.

It is widely recognised¹ that these official statistics do not reflect the full extent of current zero-hours working in the UK. In July 2013 Norman Lamb, the Minister for Public Health revealed that there are more than 300,000 zero-hours contract workers in social care alone, representing at least one in five of all workers in the sector.² A recent report from the Chartered Institute of Personnel Development (CIPD) also estimated that there are just over 1 million zero-hours contract workers³ or 3.1 per cent of the UK workforce; four times the ONS estimate, with nearly a quarter (23 per cent) of all employers using such contracts.

Employers argue that zero-hours contracts are beneficial for both employers and workers, providing employers with flexibility and offering workers a stepping stone into permanent employment and the ability to balance their work and caring commitments. However, evidence gathered by the TUC reveals that zero-hours contracts are increasingly a conduit for the exploitation of working people. The growth in casual employment is contributing to the growth in in-work poverty and the increasing reliance by working people on food banks and pay-day loans.

¹ CIPD *Zero-hours contracts: Myth and reality*. Research report November 2013; Ian Brinkley (2013) *Flexibility or Insecurity? Exploring the rise in zero-hours contracts*. The Work Foundation August 2013.

² These statistics, provided in a written response to a Parliamentary Question are based on Skills for Care workforce estimates.

³ CIPD *Zero-hours contracts: Myth and reality*. Research report November 2013.

Missing the point

The TUC believes there is an urgent need for the government to legislate to protect zero hours contract workers and others employed in casual, insecure employment.

The TUC initially welcomed the government's decision to carry out of review on the use of zero-hours contract, in the vain hope that the review might lead to genuine reforms which raised living standards for zero hours contract workers and protected them from exploitation. We were also encouraged when we first read the Foreword to the consultation document and the Secretary of State stated the government will 'crack down on any abuse or exploitation of individuals.' Regrettably the review and the government's policy proposals contained within it fail to match up to this commitment.

Whose flexibility?

One of the major problems with the consultation document is the underlying assumption that the use of zero-hours contracts offers employers and workers welcome flexibility.

It is clear that the use of zero-hours contracts benefits employers:

- The use of zero hours contracts enables employers to **maximise the flexibility of their workforce**. They can achieve significant cost efficiencies by retaining a pool of flexible workers, who are familiar with their business practices and who can be called on with short notice.
- Zero-hours contracts are used by employers as part of a broader **strategy to keep wage costs down**. Employers are only required to pay zero hour contract workers for the time they actually work. They are under no obligation to pay an individual who turns up for the start of a shift but is not offered work.
- Some employers want to avoid the costs associated with the use of agency workers. One in five respondents to the CIPD survey reported they use zero-hours contracts to **avoid recruitment and agency costs**. It has also been suggested that some public sector employers have decided to use zero-hours contracts as a means of circumventing new equal treatment rights for agency workers. There is, however, no evidence the growth in zero-hours contracts has led to a corresponding fall in the levels of agency working in public services or the wider labour market.
- Other employers use zero hours contracts to **evade employment law obligations**, including paid family related leave and job security rights. This enables employers to reduce costs including by laying-off staff at short notice whilst avoiding redundancy payments.

However, as the Regulatory Policy Committee recently highlighted, when drawing up the consultation document and accompanying impact assessment the government has failed to consider the market power of employers over employees. This imbalance of power means that employers are able to glean all the 'flexible benefits associated with zero-hours contracts; whilst all the financial and security risks are transferred to the workers.

The TUC recognises that a minority of workers are attracted to the flexibility of zero-hours contracts. This includes professional staff, who due to the demand for their skills, are in a position to negotiate good remuneration alongside flexible working patterns and nurses who have a permanent job but use the bank system to top up their hours when they want to increase their income.

However, there is no evidence that zero hour contracts benefit workers more widely. Employers argue that zero-hours contracts provide a stepping stone for into more secure employment. However the official statistics confirm that for many zero hours working is not short-term. Overall 44 per cent of zero hours contract jobs had lasted for two years or more with the same employer and 25 per cent had lasted for five years or more.

Employers also argue that zero hours contracts are beneficial for workers with caring responsibilities. However, the lack of a work guarantee, and related unpredictability of work from week to week (and day to day) can put a strain on families and make it very difficult to arrange childcare or elder care. Due to their uncertain employment status and the intermittent nature of their employment, many parents also lose out on family friendly rights, including the right to request to work flexibility and the return to their substantive job after maternity or paternity leave.

Employment on a zero-hours contract is also often not a matter of choice for workers, particularly in those sectors where it is the predominant form of employment, for example in the care sector. Research for the Low Pay Commission found that nearly 60 per cent of domiciliary care sector workers and around a quarter of their managers and supervisors were on zero-hours contracts. In such sectors, workers must either accept employment on a zero hours contract or not have a job.

For many being on a zero-hour contract offers no tangible benefits but rather leads to mistreatment and abuse at work.

The TUC is concerned that the policy proposals under consultation will do very little to address the major forms of abuse experienced by many zero hours contracts on a day to day basis. These include:

- **Low pay:** Whilst the TUC recognises that zero hours contracts are found in variety of occupations and across the income scale, overall zero-hours contracts tend to be associated with low pay. Research by the Resolution Foundation revealed that zero-hours contract workers earn lower gross weekly pay than those who are not.⁴ The recent CIPD survey⁵ also found that half of all zero-hours contract workers earn less than £15,000 per year compared with just 6 per cent of all employees. Findings from WERS 2011 indicate that workplaces using zero hours contracts have a higher proportion of staff paid between NMW rates and £7.50 an hour, than those companies that do not use these types of contracts.

⁴ Matthew Pennycock et al. (2013) *Ibid*

⁵ CIPD *ibid*, p 24.

- **Under-employment:** Zero-hours workers tend to work shorter hours than other staff and are more likely to want more working hours than other workers. According to the recent CIPD Survey, 38 per cent of all zero-hours workers would like to work more hours. This increases to 52 per cent of zero-hours workers in the public sector. Despite the inadequacy of their income, the need to be available for work when required by the employer, often at short notice, hinders the ability of zero-hours workers to take up additional employment.
- **Income insecurity:** 75 per cent of zero-hours workers report that their working hours vary each week, compared with 40 per cent of employees not on such contracts.⁶ Receiving a varying amount of take home pay each month makes it difficult to meet rent or mortgage payments and other household bills, to access credit and to plan financially for the future.
- **Impact on families:** While employers argue that flexible working arrangements assist individuals with caring responsibilities, the lack of a work guarantee, and related unpredictability of work from week to week (and day to day) can put a strain on families and their ability to arrange childcare or elder care.
- **Lack of employment rights:** Many zero-hours contract workers lose out on basic workplace protections, because they fail to qualify as employees, lack the necessary continuity of service or because their employer takes advantage of their uncertain employment status to evade employment rights obligations.
- **Abuse at work:** Zero-hours contracts are more vulnerable to mistreatment and exploitation at work than regular permanent contracts. For example, there is a growing evidence of breaches of National Minimum Wage legislation in the home care sector, with a significant proportion of care workers not receiving pay for travel time.⁷
- **Difficulties accessing benefits:** The variability of individual's earnings can create difficulties over eligibility for various forms of benefit. For example, the working tax credit for a single person can only be claimed if an individual works 16 hours a week, but whether an individual exceeds these hours can vary from week to week under zero-hours, often leading to delayed payments and increased uncertainty and pressure on household incomes. The TUC is concerned that with the introduction of the universal credit, zero hours contract workers on low incomes may be placed under increased pressure to look for additional work, even though they have no control over the number of working hours they are allocated by employers. Some will be placed in the invidious position of penalised by their employer because they have accepted another job or facing benefits sanctions for failing to do the same thing.

If the government is serious about cracking down on any abuse of exploitation of individuals they should consider implementing the following policy recommendations:

- All 'workers' should have the right to receive a written statement of terms and conditions setting out the hours workers are expected to work.

⁶ Ian Brinkley (2013) *Flexibility or insecurity? Exploring the rise in zero-hours contracts*. The Work Foundation August 2013.

⁷ I Bessa *et al* (2013) *ibid*

- Employers should be required to provide workers with notice of when work will be made available work or will be cancelled.
- Zero-hours contract and other casual workers should be recompensed for the added flexibility that they offer employers and their increased financial risk. They should be paid for all the time spent on-call for the employer and expected to be available for work at short notice. Workers should have the right to reimbursed by employers for travel costs where a shift is cancelled at short notice.
- Where an individual works regular hours, their employer should be legally required to issue them with a written contract which guarantees them their existing working pattern on an on-going basis. The only exception should be where the individual actively requests to remain on a zero-hours contract.
- Employment status law and rules on continuity of employment should be reformed to ensure that all workers benefit from the same basic floor of rights at work.
- The government should strengthen the system for enforcing workplace rights, including by removing employment tribunal fees, increasing resources for the enforcement of national minimum wage rights for zero-hours contracts workers and extending the remit of the Gangmasters Licensing Authority to cover high risk sectors.
- The government should use its influence and as an employer and as a commissioner of services to promote secure, and well paid employment. Both national and local government should use their procurement arrangements to deter the use of zero-hours contracts in contracted out services, by ensuring that outsourced services are adequately funded and that framework agreements are not designed to encourage the use of casual, flexible workforces.
- Collective bargaining can play a vital role in reducing casualisation, protecting vulnerable workers from abuse and in driving up living standards. In recent years, unions have successfully negotiated improved pay and working conditions for vulnerable groups of workers. The government should therefore consider adopting measures should also be adopted that ensure that all workers have improved access to union membership and representation and which promote collective bargaining.

Response to consultation questions

Addressing exclusivity

Question 1

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.

No. The TUC does not believe that it is justifiable for employers to use an exclusivity clause, which prevents an individual from seeking additional or alternative employment, when at the same time the employer refuses to guarantee the individual a regular income on which they can afford to live.

Question 2

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

Yes.

Most workers would choose to have secure, well paid, permanent employment with a single employer. As this choice is not always available, the TUC agrees that all workers should be free to work for more than one employer.

Recent research by the CIPD suggests that the use of exclusivity clauses is more wide-ranging than originally anticipated by the TUC. 9 per cent of zero-hours workers responding to the CIPD survey stated that they were never able to work for another employer.

The TUC therefore agrees **there is a case for introducing a legislative ban on the use of exclusivity clauses.** The legislation should state that an exclusivity clause should be void and unenforceable. If exclusivity clauses are included in contracts, workers should be entitled to compensation. **Workers should have a right not to suffer a detriment or to be dismissed for accepting work with another employer.**

In the TUC's opinion, such a ban should not be limited to zero-hours contracts but should extend to all forms of employment contracts. This approach would avoid the need to define what amounts to a zero-hours contract (see the response to question 3 for more detailed discussions). It would also ensure that all workers would be protected from the abuse use of exclusivity clauses.

Alternatively, the government should **introduce legislation which requires any employer using exclusivity clauses to recompense workers in full for their agreement to forego the right to accept additional work from another employer.** For example, employers should be required to pay individuals who are subject to an exclusivity clause the equivalent of 48 hours pay per week. Pay should be calculated on the basis of the going rate for the job, including bonuses, commission and over-time pay.

It is also important to recognise that the use of exclusivity clauses is not the only abusive practice in this area. One of the major problems associated with zero-

hours contracts is the ability of employers to require staff to remain available on the off-chance that they will be offered work. Such practices are contributing to the growing problem of under-employment amongst zero-hours workers.

Findings from the CIPD survey suggest that a sizeable minority of employers (15 per cent) contractually require zero-hours workers to be available for work, while a further 17 per cent report that in some circumstances zero-hours workers are expected to be available for work. Other zero-hours workers feel pressurised into remaining available, even though they are not subject to any contractual requirements. They fear they will be penalised by not being offered future opportunities if they turn down an offer of work.

The TUC believes that there is an urgent need for the government to take action in this area. One way of preventing employers from placing unreasonable expectations on staff would be the introduction of **a right for all ‘workers’ not to suffer detriment if they turn down an offer of work beyond their contracted hours**. Detriment should be specifically defined to include circumstances where an employer refuses or fails to offer zero-hour contract workers future employment. **It should also be automatically unfair for an employer to dismiss a ‘worker’ for refusing or failing to be available for work beyond their contracted hours.**

Findings from the recent CIPD survey also reveal that zero-hours workers often receive very limited notice when work is available or when it is cancelled.⁸ The lack of adequate notice places pressure on families, and makes it difficult to organise child or elder care. The TUC believes that **employers should be required to specify in a written contract or statement of terms and conditions how much notice will be given of available work or before work is cancelled**. Legislation should provide for a minimum period of notice.

Workers should also have the right to reimbursed by employers for travel costs where a shift is cancelled at short notice. Employer should also be required to pay the workers for their scheduled shift. These changes would ensure that workers are not left out of pocket. They would also encourage employers to plan their staffing needs well in advance.

⁸ 42 per cent of zero-hours workers only receive up to 12 hours’ notice when work is available. 46 per cent of zero hour staff receive little or no notice (40 per cent) or they find out at the start of the shift if work (6 per cent) has been cancelled. CIPD, Ibid, pp20–21

Question 3

Do you think an outright ban on exclusivity clauses in employment contracts with no guarantee of work would discourage employers from creating jobs?

No. The TUC does not accept that there is a link between the use of exclusivity clauses and employers' decisions to create jobs.

The use of exclusivity clauses may be attractive for some employers enabling them to retain a pool of workers, who are familiar with their business practices and who can be called on with short notice.

However a growing use of exclusivity clauses in zero-hours contract has a seriously detrimental impact on labour market performance and on the wider economy. It hinders the ability of workers to take up additional employment, leading to the increased risk of under-employment and declining incomes amongst zero-hours workers. Such practices also have significant cost implications for the treasury in the form of reduced income tax returns and increased reliance on in-work benefits.

Are there any other unintended consequences of government action that should also be considered?

The TUC believes that it would be difficult for the government to limit a legislative ban on exclusivity clauses to 'zero-hours contracts'. The concept of a zero-hours contract is not recognised in UK labour law. The government would need to adopt a new statutory definition. It will be difficult to ensure that the definition is water-tight and will prevent employers from devising new contractual arrangements designed to avoid the new regulations.

The TUC understands that the government is considering applying a ban on exclusivity clause to *contracts which do not guarantee the worker at least one hour of work per week*. Experience of the pay between assignments provisions in the Agency Worker Regulations suggests that this approach will have significant adverse and unintended consequences. It will encourage the use of short hour contracts. Employers will retain the ability to vary – or 'nearly zero down' – the employee's working hours with limited or no notice. The employees will receive very limited additional protection, as compared with a zero-hours contract.

The TUC would be opposed to this approach. Instead we would recommend that the ban on exclusivity clauses should apply to all 'workers' and that the existing statutory definitions should be used.

Question 4

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?

The adoption of good practice guidance by itself will not prevent the misuse of exclusivity clauses. Legislation is required if the misuse of exclusivity clauses is to be prevented.

If good practice guidance is to be developed, it should not only describe the circumstances where the use of exclusivity clauses may be justified. It should also explain where the use of such contracts would be inappropriate and is likely to amount to a restraint of trade.

Question 5

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.

Whilst the TUC recognises the merits of good practice guidance, a voluntary code of practice is unlikely to change employers' practices or to prevent the misuse of exclusivity clauses. As the Regulatory Policy Committee noted, many zero hours contract workers do not have the market power to resist the use of exclusivity clause which disadvantage them. The adoption of a voluntary code is unlikely to make any difference.

If the government decides to introduce legislation banning or regulating the use of exclusivity clauses, then a statutory code of practice could assist employers to comply with the law.

The TUC does not agree that guidance or a code of practice should be 'employer-led'. This would be equivalent to asking those who are responsible for abusive practices to define what constitutes acceptable forms of mistreatment.

Rather any Code or guidance should be agreed by employers and worker representatives. Acas should therefore be asked to prepare the text.

Question 6

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?

No. We also do not agree that existing common law rules offer adequate protection for workers or can effectively prevent abuse.

The TUC recognises that the many exclusivity clauses will be unenforceable as they are in restraint of trade and are too restrictive and not in the public interest. However, to challenge such clauses the worker will need to make a claim for breach of contract to the county court if they are still in employment or an

employment tribunal if their job has ended. Such challenges are both expensive and complex. This route is therefore only likely to be available to trade union members or those who can afford legal advice and representation. Many zero-hours contract workers will be deterred from making such claims.

Improving the transparency of zero hours contracts

Question 7

If you have sought employment information, advice, or guidance on zero hours contracts before, (a) where did you receive it from, (b) how helpful was it to you in terms of explaining your position in regard to zero hours contracts, and (c) how could it have been improved?

The Acas website currently contains limited guidance on zero-hours contracts. The advice explains the circumstances in which employers may decide to use zero hours contracts. It would be helpful if the guidance also explained when the use of zero hours contracts is not appropriate. It would be helpful if the Acas website also provided more detailed advice on how to calculate holiday pay and redundancy pay for zero hours contract workers.

Question 8

Would the additional information, advice and guidance suggested in the first option (first bullet point, para 41), help individuals and business understand their rights and obligations? If not, what other information should government provide?

The TUC agrees that there is a need for additional clear, practical and impartial advice on the rights of zero-hours contract workers.

Such guidance should set out the circumstances where it might be legitimate for employers to use zero hours contracts and where it is inappropriate.

The advice should also contained some guidance on employment status rules. The direct.gov website used to contain helpful guidance setting out the factors which were most commonly associated with employment status for workers, employees, the self-employed, casuals workers, and agency workers. This has been replaced with less clear guidance on the gov.uk website.

Future guidance should also contain best practice advice for employers on zero hours contracts. For example, it should encourage employers to inform workers of their employment rights. It should also encourage employer to allow all workers to use workplace grievance and disciplinary procedures and to be accompanied by a trade union official. Such procedures can be used to resolve employment disputes early and amicably.

Question 9

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?

As stated in our response to question 8, the TUC recognises there is a need for good practice guidance on the use of zero-hours contracts and other insecure forms of employment.

However, such a Code would have no legal effect and therefore will not achieve the cultural shift that is required if the abuse of zero-hours contract workers is to be ended.

The TUC also has very serious concerns by the proposal that a code of practice should be employer-led. Such a Code would be partial, would assert the rights of businesses and would do nothing to address the power imbalance between employers and employees which was highlighted by the Regulatory Policy Committee.

Acas should be asked to lead on the preparation of advice. This would help to ensure that any text would have credibility and would balance the interests of both employers and working people.

Question 10

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?

No. The development of such model terms would legitimise such contracts and may encourage their wider use. The TUC believes that the government should encourage the use of well-paid, secure and permanent contracts rather than the use of insecure, casual forms of employment.

Question 11

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?

No. The recent CIPD research highlighted the level of confusion amongst employers and workers about individuals' employment status and their entitlement to employment rights. This confusion stems from the complexity and inconsistency in the rules on employment status. The uncertain employment status of zero-hours contract workers and the intermittent nature of their employment also mean that employers are able to avoid employment law obligations and to undercut competitors.

As the Regulatory Policy Committee report highlighted workers often have no choice over the type of contract they receive due to the lack of market power. The Committee's report stated:

“If employers did not have market power, then employees – if they wished - would presumably, for example, be able to negotiate a move to guaranteed hours contracts without government intervention. This might also explain why employees with zero-hours contracts accept clauses like exclusivity which disadvantage them.”

These problems cannot be remedied through the adoption of good practice guidance. Indeed the TUC believes that the government’s policy proposals are completely inadequate to deal with the problems highlighted by the CIPD research or to meet the Secretary of State’s commitment to ‘crack down on any abuse or exploitation of individuals.’

If the government is serious about improving transparency in the employment relationship and ending the mistreatment of zero hour contract worker they need to adopt the following measures.

Firstly, **the right to receive a written statement of terms and conditions should be extended.** Currently the right to receive a written statement of employment particulars is limited to employees whose employment contract lasts one month or more. Employers are required to provide the written statement within 2 months of the start of employment.

The TUC believes that all workers should have the right to receive a written statement of terms and conditions of employment before their employment starts or on the first day of work at the latest. The content of the written statement should also be extended. Employers should be obliged to state what hours workers should be expected to work. This would prevent employers from labelling individuals as zero-hours workers, when in practice they are expected to work regular hours. All workers should also have a right to an itemised pay slip.

Secondly, the TUC believes that **employment status law should be revised.** The issue of employment status is critical for staff employed on zero-hours contracts, as it determines which employment rights they are entitled to. The TUC recognises that many zero-hours contract workers and in particular those with more regularly working patterns, will qualify as employees and therefore benefit from a fuller range of statutory rights. The likelihood of zero-hours contract workers qualifying as employees has grown in recent years as the courts are increasingly looking at the entirety of the employment relationship when determining an individual’s employment status rather than just concentrating on the terms of their contract.

Nevertheless, it is not uncommon for employers to inform zero-hours staff that they are not ‘employees’ or to issue contracts which state that zero-hours contract staff are not entitled to basic ‘employee rights’. Such practices can only be challenged if an individual is willing to take a claim to an employment tribunal. Many, especially the lower paid, are likely to be deterred from doing so by the new employment tribunal fees and the fear of losing their employment and their income.

Zero-hours contract staff are also less likely than other employees to benefit from rights with qualifying periods due to the irregularity of their working hours.

Many will also lose out on basic workplace rights, including unfair dismissal protection, statutory redundancy pay and the right to request to work flexibly, because they lack the necessary continuous employment.

Zero-hours workers are particularly disadvantaged by current continuity rules, following the case of *Carmichael v National Power plc* [1999] 1 WLR 2042, where the House of Lords decided that individuals, who were employed on casual contracts, were employees whilst working as tour guides at a power station, their contract came an end at the end of each shift as their employer had no legal obligation to offer them future work and they were not legally required to accept future work.

The TUC believes there employment status rules should be reformed to ensure that not only zero-hours contract workers, but also casual workers, agency workers and freelancers, are protected from mistreatment at work. We believe consideration should be given to the following policy proposals.

- All economically dependent workers should qualify for the same statutory employment rights. The only exception should be those who are genuinely self-employed and running a business on their own account.
- Existing ‘employee’ rights should be extended to all workers. This could be achieved by:
 - Adopting a new, single definition of ‘a worker’ which covers all current employees and workers and applies to all statutory rights.
 - Alternatively, employee-only rights could be uniformly or incrementally extended to ‘workers’.
- There should be a statutory presumption that all workers qualify for statutory employment rights. The onus should rest with the employer to convince an employment tribunal that an individual is genuinely self-employed.
- The rules on continuity of employment should be reformed to ensure casual workers who experience breaks in employment can still qualify of employment rights.

Question 12

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?

Yes. As stated in response to question 11, the TUC believes that employers should provide all workers with a written statement of terms and conditions of employment before their employment starts or on the first day of work at the latest. The statement should specify the hours that the worker is expected to work, as well as their pay rate and holiday entitlements.

Employers should also ensure that all workers have access to workplace grievance and disciplinary procedures and have the right to be accompanied by a trade union representative in all grievance and disciplinary meetings.

Question 13

Are there unintended consequences of introducing any of these options? Please explain your response.

The TUC believes that policy proposals outlined in the consultation document fail to meet the government's stated objective of 'cracking down on any abuse or exploitation of individuals.' If the government is serious about preventing the mistreatment and abuse of zero hours contract workers they need to commit to a fuller reform of UK employment law.