

Zero hour contracts

Zero hour contracts are also known as casual contracts. What they mean is that your contract of employment does not actually guarantee you any regular hours at all. You may be regularly offered work, but it also means that an employer can stop offering your hours with no notice.

Remember - Zero hour workers are entitled to statutory annual leave and the National Minimum Wage in the same way as regular workers.

What is statutory annual leave?

Almost all workers are legally entitled to 5.6 weeks' paid holiday per year – that works out as 28 days if you work full time. Your adviser can offer you more information on your general employment rights if you need it.

Working out what leave you're building up is difficult if you work hours that vary a lot. There's a good entitlement calculator here at <https://www.gov.uk/calculate-your-holiday-entitlement>

Remember – Your employer can't do anything to stop you from getting work elsewhere. In fact, the law says you can ignore a clause in your contract if it bans you from:

- looking for work
- accepting work from another employer

This means that being on a zero-hours contract does not stop you from working for someone else as well, even if your employer doesn't like it.

Remember – Your employer is still responsible for your health and safety, even though you're on a zero hour contracts

Zero hours contracts work both ways

Although your employer is not obliged to provide any minimum working hours, this works both ways: you as the worker are not obliged to accept any work offered if you don't want to, and it doesn't affect your contract.

Key points:

Zero hours workers have the same employment rights as regular workers, although they may have breaks in their contracts, which affect rights that accrue over time.

Zero hours workers are entitled to annual leave, the National Minimum Wage and National Living Wage and pay for work-related travel in the same way as regular workers.

What are these employment breaks?

Depending on how they are written, some zero hours contracts say that the contract only exists when the work is provided by the employer.

When this is the case, a full calendar week without work – that means from Sunday to Saturday - is required to bring about a break in employment.

This is important because when employment is broken, an employer has certain responsibilities too. This includes a need to pay the worker for any accrued and untaken holiday pay.

If employment is not broken – this is called continuous – other employment rights accumulate over time. For example, after their first year workers don't need to accrue their annual leave *before* they can take it.

Difference between 'worker' and 'employee'

In most cases zero hours contracts mean that an employer recruits a 'worker.' However, depending on how that employer treats you might lead to you being reclassified as an 'employee': this would give you additional employment rights.

For example, employee status provides statutory notice rights, and enhancements such as accruing the right to take maternity leave or pay and the right to ask to request flexible working.

Generally, you are considered to be an employee instead of a worker if the employer tries to apply disciplinary procedures to you in some way: get further advice if you're not sure.

Facts about zero hour contracts

FACT: Zero hours workers are entitled to annual leave

Any worker or employee starts to accrue their annual leave from the moment they begin working. This includes anyone working on a 'zero hours' contract.

FACT: Zero hours workers are not obliged to accept work

In a zero hours contract, the worker is not obliged to accept any of the hours offered. Employers are not meant to have a problem with this, and so if you feel that they might – or do – use this as a reason to end the contract, you may wish to take this further with an official complaint.

FACT: Zero hours workers have the same statutory rights around travelling time or waiting between jobs as other workers

There are specific rules concerned with travelling time and the National Minimum Wage: these generally mean that a worker should be paid at least the National Minimum Wage when they are travelling as a requirement of their job. This does not include travel to and from work, but can include – for example - when a travelling between customers for the same employer.

In the same way, a worker who is required to be 'on-call' on the employer's premises should be receiving at least the National Minimum Wage for doing so.

Remember - This right is the same for those on 'zero hours' contracts.