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Briefing:

WORKERS' DEFINITION & RIGHTS BILL

Following the work of Better Than Zero, and other trades unions and campaigning organisations, to highlight the social and economic impact of zero hours contracts and precarious work, SNP MP, Chris Stephens has introduced a Bill to eradicate zero hours contracts and tighten up the definition of a worker in UK employment law in order to attempt to mitigate employers' exploitative use of these contracts.

The Taylor Review, commissioned by the Westminster Government in 2016 in response to the rise of precarious work, advised that zero-hours contracts should not be banned.

However, as Stephens' Bill states, the Review "gave more weight to the interests of consumers and employers" than to workers' interests. He told MPs before the bill's first reading: "The clear implication is that full-time secure employment with rights, a pension and clearly defined hours is an outdated 20th-century concept, instead of the peak of a hard-fought struggle to redress the balance between employer and employee—or, at its most extreme, exploiter and exploited."

Stephens noted that the Bill can be used as part of a wider campaigning strategy to "energise trade unions, especially young trade unionists organising in sectors where trade union density is low... This bill will drive up living standards and pay in sectors of the economy where the minimum wage is dominant."

What does the Bill cover?

'Single Employment Status'

This first section of the Bill flips the onus to prove worker / employee status on to the employer. At the moment, it is up to the alleged worker/employee to seek a ruling on their employment status prior to their case being heard at Employment Tribunal.

In the case of the Deliveroo riders, the Central Arbitration Committee decided that they were not workers and therefore could not proceed to ET. If enacted, this legislation would mean that a case can be taken to Employment Tribunal based on the worker / employee's interpretation of their status without reference to CAC.

Through ET proceedings, it would now be for the alleged employer to prove that they are not in fact employing the claimant, rather than the other way around.



This section also states that someone is an employer if they engage another person to provide labour “whether directly or through another or others”.



This section is very important as, if enacted, it would mean that in a situation where work is outsourced or workers are provided by an agency, the agent who commissioned the work is the one with responsibilities and duties to the employee/worker. To take the example of the unpaid workers at a Greenday gig, they were employed by company A. However, company A was told to engage these workers for labour by company B. If this Bill were enacted, the unpaid workers could claim for wages directly from company B instead of waiting for company A to pay company B first.

Ending Zero Hours

Notice

The second section of the Bill states that an employer shall be required to give zero hours workers at least 7 days’ notice of any request or requirement to undertake a period of employment; and 7 days’ notice of any cancellation of a period of employment already agreed.

Payment at Double Time

Where a worker does not receive the 7 days’ notice, then s/he will be paid double time for the work undertaken or which should have been undertaken.

Where the work is cancelled, workers will also be able to recoup any loss incurred as a result of the cancellation (including loss of wages caused by declining offers of employment elsewhere, child care arrangements, and advance travel costs) whether they are normally recoverable in work or not.

Excess Hours

Where employers request workers to work more than their contractual hours, this excess will not exceed more than 10% in 12 months and the excess hours will be paid at double time.

Furthermore, the request and agreement to work these additional hours must have been made in writing. The only other situation where an employer can ask a worker to work excess, or additional hours over and above the 10%, are where an agreement has been made in terms of a collective agreement between an employer and an independent trade union recognised by the employer for the purposes of collective bargaining.

These sections of the Bill serve to dis-incentivise the use of zero hours contracts with the starting point being that “every worker shall be entitled to fixed and regular weekly hours on commencing employment” which will be notified in writing.

Whilst Better Than Zero will continue to campaign on the ground, in workplaces, universities, colleges and schools, to ensure the eradication of the zero hours, zero pay, zero rights, zero respect culture in precarious workplaces, we are heartened to see elected politicians also taking this campaign up in Parliament.

We urge you to contact your local MP and ask them to support the second reading of this Bill in Westminster on Friday 19th January 2018.

For more information please contact: info@stuc.org.uk

