

Zero Hours Policy

1 Purpose

- 1.1 This policy outlines Healthwatch Worcestershire's approach to contracting workers on zero hours (casual work).

2 Definition

- 2.1 Zero hours working means that the worker has no guarantee of work and no minimum fixed hours but may be offered work as needed, often at short notice. The worker is free to accept or decline the work without detriment and may also work for other employers at the same time, ie no exclusivity of contract.
- 2.2 Work may be offered on an hourly, daily or weekly basis.

3 Legal status

- 3.1 The legal status is that of a 'worker'. This means that the Zero Hours Contract will only exist when work is provided; a full calendar week without work from Sunday to Saturday will form a break in contract. However, the contract will only end when either party terminates it.

4 When will a Zero Hours contract be used?

- 4.1 A zero hours contract may be used in the following circumstances:
- to provide short term cover for a member of staff who is unavailable, eg sickness or annual leave
 - to provide temporary resource whilst recruiting for a vacancy
 - to provide additional resource to carry out a specific piece of work, project or to support an event
 - to provide 'ad hoc' resource in line with organisational needs
 - any other similar circumstances as authorised by the Managing Director

5 Recruitment and Selection

- 5.1 The principles of the Healthwatch Worcestershire Recruitment and Selection Policy will be followed ensuring all candidates will receive fair consideration on the basis of individual merit and no candidate will be unfairly excluded.
- 5.2 Selection methods will be used which are timely, cost effective and free from discriminatory practices.
- 5.3 A register of candidates who may be suitable for 'ad hoc' work will be maintained to allow urgent appointment in line with organisational needs.

6 Hours and Working patterns

- 6.1 Working hours will be mutually agreed.
- 6.2 Where either party wishes to bring the arrangement to an early end, they will give the other party one days' notice. If the organisation wishes to end the arrangement (eg work is completed earlier than anticipated) they will pay the worker to the end of that working day (session) as if work had been provided. NB This will not apply where the worker is deemed to be in breach of the required standards in which case the contract may be terminated immediately.
- 6.3 The worker will be required to take an unpaid break of at least 20 minutes once they have completed 6 hours.
- 6.4 It is the individual employee's responsibility to keep an accurate record of hours worked and to submit timesheets promptly for payment.

7 Salary

- 7.1 Salary will be paid at an agreed hourly rate taking into consideration the nature and responsibilities of the work.

8 Sickness and other unplanned absence

- 8.1 Any period of unplanned absence will cause a break in the Zero Hours contract. No sick pay will be paid.

9 Annual Leave

- 9.1 Annual Leave will be accrued pro rata to 204.4 hours per annum (based on 52 weeks worked at 36.5 hours per week); this is equivalent to 5.6 weeks annual leave.
- 9.2 Holiday requests will be considered during a period of work, subject to the discretion of the Managing Director. Alternatively, the worker may request accrued holiday pay to be paid during a break from work.
- 9.3 No additional payment will be made for Bank or public holidays; however, the worker may request to take holiday pay for a Bank or public holiday where sufficient leave has been accrued.
- 9.4 Holiday entitlement must be taken in the year in which it is accrued and only in exceptional circumstances will be carried over into the following year.
- 9.5 Any outstanding holiday pay will be paid when the contract ends. Where holiday pay has exceptionally been overtaken, a deduction will be made from the final salary, or where sufficient funds are not available, the worker will be required to repay.

10 Termination of employment

- 10.1 A P45 will be issued only when the contract ends, ie not where there is a break in service.

11 Other terms and conditions

- 11.1 A worker under a Zero Hours Contract will be expected to maintain high standards of work, personal behaviour and conduct.
- 11.2 A worker will be expected to comply with Healthwatch Worcestershire policies and any other relevant information contained in the Staff Handbook or otherwise instructed.

12 Audit and Review

- 12.1 A review of this policy will take place annually unless legal, contractual, specific business requirements, operational changes or events necessitate an earlier review.
- 12.2 This policy will be subject to Equality Impact Assessment under the Public Sector Equality Duty Act 2010.