

Consultation Document

University of Limerick Study on the Prevalence of Zero Hour Contracts and Low Hour Contracts in the Irish Economy

Department of Jobs, Enterprise and Innovation

9th November 2015

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1. Introduction

On 3rd November 2015, the Minister for Business and Employment, Mr Ged Nash TD, published the University of Limerick's Study on the Prevalence of Zero Hour Contracts and Low Hour Contracts in the Irish economy. The Minister is now providing an opportunity for interested parties to consider and respond to the findings and recommendations of the study, following which the Minister proposes to bring proposals to Government in response to the study.

2. Background and context of the Study

The University of Limerick (UL) was appointed in February 2015 by the Department of Jobs, Enterprise and Innovation, following a competitive tendering process, to carry out a study into the prevalence of zero hour contracts (ZHC) and low hour contracts (LHC) in the Irish economy and their impact on employees.

The study stems from the following commitment which the Government made in its **Statement of Government Priorities, July 2014**:

“To conduct a study on the prevalence of zero hour contracts among Irish employers and their impact on employees and make policy recommendations to Government on foot of this.”

The key objectives of the study are:

- To fill the gap in knowledge that currently exists in terms of the hard data and information that is available concerning the prevalence of zero hour and low hour contracts in the Irish economy and the manner of their use.
- To assess the impact of zero hour and low hour contracts on employees.
- To enable the Minister to make any evidence-based policy recommendations to Government considered necessary on foot of the study.

The Terms of Reference of the study provided that the study should have a broad scope, covering both the public and private sectors, with a particular focus on the retail, hospitality, education and health sectors.

The full terms of reference for the Study are at **Appendix 1**.

3. Independence of the Study

It is important to note that this is an independent study and the conclusions drawn and the recommendations made in the study are those of the University of Limerick.

4. Government Policy

The Study does not represent Government policy. A policy response, for consideration by Government, will be developed after the consultation process is completed.

5. Documentation

The Executive Summary and Recommendations of the Study are attached at **Appendix 2** and should be read in conjunction with the full report, which is available as a separate attachment to this consultation document.

6. The Consultation Process

6.1 Purpose of the Consultation

The purpose of the consultation is to allow interested parties including, but not limited to, those stakeholders who contributed to the study, an opportunity to consider and respond to

- (i) the key findings of the report, and
- (ii) the recommendations made by the University of Limerick in the report.

The consultation will be an important element in Government's consideration of a policy response to the study.

6.2 Consultation Period

The consultation period will run from **9th November 2015** to **4th January 2016**, a period of **eight weeks**. Any submissions received after this date cannot be considered.

6.3 How to respond

In making your submission, in addition to any general point you wish to make, it would be appreciated if you could respond to the following requirements:

- (a) Clearly state whether you support/do not support each of the findings made by UL in the study? Please support your views by reference to data or information contained in the detailed report or any alternative data or information which you consider relevant to your submission.
- (b) Clearly state whether you support/do not support each of the recommendations made by UL in the study? In responding to this question please address in particular the legislative changes recommended by UL (Recommendations 1 to 7) and indicate:
 - (i) if you consider the recommendation(s) to be proportionate and appropriate;
 - (ii) if you disagree with any recommendation being made, do you believe Government should do nothing in relation to that recommendation or do you feel there are alternative ways to achieve the intended outcome;
 - (iii) if you do not support any recommendation on the grounds of additional costs to business please indicate the nature and, if possible, the extent of the additional costs you envisage;

- (iv) if you consider there would be any unintended, negative consequences for employees arising from the proposed changes;
- (v) if you consider there are other measures that Government should consider.

Also, please state whether you are responding as an individual or representing the views of an organisation. If you are responding on behalf of an organisation, please make it clear in your submission who the organisation represents and, where applicable, how the views of members were gathered.

Your submission should be forwarded to the Department of Jobs, Enterprise and Innovation by **Monday, 4th January 2016**.

Email address: zerohours@djei.ie

Postal address: Mr David Lockhart
Employment Rights Policy Unit
Department of Jobs, Enterprise and Innovation
Davitt House
Adelaide Road
Dublin 2

Telephone: 01 631 3167

6.4 Freedom of Information

Responses to this consultation are subject to the provision of the Freedom of Information Acts. Parties should also note that responses to the consultation may be published on the website of the Department of Jobs, Enterprise and Innovation.

6.5 Confidentiality of Submissions

Contributors are requested to note that it is the Department's policy to treat all submissions received as being in the public domain unless confidentiality is specifically requested. Respondents are, therefore, requested to clearly identify material they consider to be confidential and to place same in a separate annex to their response, labelled "confidential". Where responses are submitted by email, and those emails include automatically generated notices stating that the content of same should be treated as confidential, contributors should clarify in the body of their emails as to whether their comments are to be treated as confidential.

7. Queries

Any queries regarding this consultation should be emailed to zerohours@djei.ie or phone Mr David Lockhart at 01-631 3167.

Employment Rights Policy Unit
Department of Jobs, Enterprise and Innovation
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Terms of Reference for Study

Context

There is no common European definition of zero hour contracts. In an Irish context, a zero hour contract of employment is a type of employment contract where the employee is available for work but does not have specified or guaranteed hours of work. These types of contracts are normally found in sectors such as retail and hospitality and the health and education sectors.

The European Commission's 2006 Green Paper on modernising labour law identified that "*fixed-term contracts, part-time contracts, on-call contracts, zero-hour contracts, contracts for workers hired through temporary employment agencies, freelance contracts, etc., have become an established feature of European labour markets*" and had occurred "*in the absence of a more comprehensive adaptation of labour law and collective agreements to rapidly changing developments in work organisation and society*".¹

It is recognised that for employers, they can provide flexibility, efficiency in human resource management, more resilience in downturns and greater competitiveness. Disadvantages for employers include a limited integration of workers in the business, lower motivation and poorer work quality. For workers, the flexibility offered can help in reconciling work and family life or studies, and can serve as a stepping stone to enter the labour market. Negatives can include lower levels of job/income security, potential lack of benefits, lower job satisfaction and the risk of becoming trapped in a succession of short-term, low quality jobs with inadequate social protection.

Over the past year, there has been increasing debate, nationally and internationally, regarding zero-hours contracts. There has been extensive coverage particularly in the British media relating to the situation pertaining in the UK and extent of this form of working. Unlike the situation in Ireland, where an employee who suffers a loss by not being given hours he/she was requested to work or be available to work, is compensated for 25% of the time which he/she is required to be available or 15 hours whichever is the lesser², in the UK, employees on zero hours contracts are only paid for time spent working and, if they are not given any hours by their employer, they receive no compensation.

Clearly, the Irish labour market has continued to evolve since the establishment of the current legislative regime and there is a current imperative to map and better understand the prevalence and impact of zero hours contracts in Irish employments, to better understand their impact on employees and establish if any new policy responses are required.

Statement of Government Priorities, July 2014

Against the above background, the Government made the following commitment in its Statement of Government Priorities, July 2014:

"To conduct a study on the prevalence of zero hour contracts among Irish employers and their impact on employees and make policy recommendations to Government on foot of this."

¹ [European Commission, *Modernising labour law to meet the challenges of the 21st century, Green Paper COM\(2006\) 708 final*](#), p. 9.

² The protection set out in Section 18 of the OWT and other statutory provisions of particular relevance to employees on "zero hours contracts" are set out in Appendix 1 to these Terms of Reference

Key Objectives of the Study

The key objectives of the study are:-

- To fill the gap that currently exists in terms of the hard data and information that is available concerning the prevalence of “zero hours contracts” in the Irish economy and the manner of their use.
- To assess the impact of “zero hours contracts” on employees.
- To enable the Minister to make any evidence-based policy recommendations to Government considered necessary on foot of the study.

In pursuit of these key objectives, the study should

- Collect and collate data/information through surveys or other appropriate means of the extent to which “zero hours contracts” are used by employers operating in the Irish economy.
- Collect and collate data/information about the manner in which “zero hours contracts” are used by employers operating in the Irish economy.
- Assess the main features of such contracts and how they operate in practice.
- Assess the advantages and disadvantages of such contracts from the perspective of both the employer and the employee.
- Assess the impact of such contracts on employees.
- Assess current employment rights legislation as it applies to employees on “zero hours contracts”.
- Consider recent developments in other jurisdictions, including the UK in particular.
- Having fulfilled the above objectives as a first priority, proceed to repeat a similar assessment in relation to **low hours contracts**, which for the purpose of this study are defined as contracts of 8 hours or less per week.

Scope of Study

All sectors of the economy should come within the scope of the study, including but not limited to the following sectors in particular - the retail, hospitality, education and health sectors. The study should cover both the public and private sectors.

A broad range of stakeholders should be canvassed to contribute to the study including but not limited to the following in particular - individual employers and individual employees, employer representative organisations, employee representative organisations, trade associations, relevant Government Departments and relevant state bodies.

Timelines

It is intended to issue a Request for Tender (RFT) in Q4 2014 with a view to the study commencing in Q1 2015 and being completed in Q2 2015.

Roles, Methodology and Resources

The overall management of the study will be the responsibility of the Employment Rights Policy Unit of DJEI. The study itself, including all research, survey and analytical work, will be undertaken by external consultants contracted in response to the RFT.

The methodology of the study will involve a range of approaches including identifying and interrogating any existing sources of relevant data (e.g. CSO figures, stakeholder data, European Commission data, etc.) compiling new data through targeted surveys of, and bilateral consultations with, key stakeholders and by other relevant means, conducting case studies of particular employments/employees, examining relevant case law of the Courts/determinations of the Employment Rights adjudicatory bodies, analysis and assessment of the data and research findings, assessment of relevant statutory provisions and their operation in practice and drawing on relevant experience internationally with such contracts.

Budget

The total budget allocated to the project will be in the region of €65,000-€75,000 (plus VAT).

Reporting Structure

The external consultants will be required to report to DJEI on a regular basis in accordance with the terms of the contract.

Outputs

The output of the study will be a document which includes the following key elements:-

- A comprehensive compilation/collation of existing data/information.
- A comprehensive compilation/collation of new data/information gleaned from the research undertaken as part of the study.
- An assessment of all of the relevant data/information.
- Presentation of evidence-based findings/conclusions of the study for consideration by the Minister.

Expected Outcomes

The study will fill the information gap that currently exists around the use of “zero hours contracts” in Ireland. It will provide the Minister with hard evidence of the prevalence or otherwise of such contracts in the Irish economy, the practices associated with such contracts and their impact on employees. The study may identify how the information/data collection gap might be addressed in the future. Ultimately, the study will provide the Minister with a basis on which to consider what, if any, policy recommendations should be brought to Government to address issues relating to the use of zero hours contracts and their impact on employees.

Having fulfilled the above objective as a first priority, the study will be expected to also provide similar outcomes in respect of **low hours contracts** (contracts of 8 hours or less per week).

Legislation of particular relevance to employees on “Zero hours Contracts”

The Protection of Employees (Part Time Work) Act 2001 is the principal piece of Irish legislation establishing the employment rights of part-time employees. Two other Acts of note are the The Protection of Employees (Temporary Agency Work) Act 2012 and the Organisation of Working Time Act 1997 (Section 18).

(i) The Protection of Employees (Part Time Work) Act 2001

The purpose of the Protection of Employees (Part Time Work) Act 2001 is to provide that part-time employees are not treated in a less favourable manner than a comparable full-time employee unless there are objective reasons for such treatment. Where an employer tries to justify less favourable treatment on objective grounds he/she has to show that the difference in treatment

- is based on grounds other than the part-time status of the employee,
- is a legitimate purpose of the employer, and
- is appropriate and necessary for that purpose.

A comparable employee means a full-time employee (of the same or opposite sex) to whom a part-time employee compares himself/herself.

Who it applies to

The Act defines a part-time employee as "an employee whose normal hours of work are less than the normal hours of work of an employee who is a comparable employee in relation to him or her".

Generally, it includes the following:

- Someone working under a contract of employment or apprenticeship
- Someone employed through an employment agency or
- Someone holding office under or in the service of the State. (For example, An Garda Síochána, the Defence Forces, civil servants and employees of the Health Service Executive, Harbour Authority or Education and Training Board (ETB).
- Someone sharing a job with another person.

Agency Workers

In the case of agency workers, the party liable to pay the wages of the employee (the employment agency or client company) will, normally, be considered to be the employer for the purposes of the Protection of Employees (Part-Time Work) Act. The agency or client company are also responsible for ensuring that the part-time employee is not treated in a less favourable manner than a comparable full-time employee.

Casual workers

A casual worker is a part-time worker who works on a casual basis. Casual part-time workers are those with fewer than 13 continuous weeks' service who are not in regular or seasonal employment, or are casual, based on a collective agreement to that effect.

An employee's service in an employment is continuous unless that service is terminated by the employee's dismissal or the employee's voluntary departure from his or her employment.

Other Provision

The Act removed the requirement that an employee required 13 continuous weeks' service and worked a minimum of 8 hours' work per week in order to qualify for the protections applying to part-time employees.

(ii) Organisation of Working Time Act 1997

Section 18 of the Organisation of Working Time Act 1997 contains a protection for employees who are employed on zero hours contracts. Section 18 applies to all employees whose contract operates to require them to be available whether they work on a casual basis or not. (If a casual employee is not required to be available, then he/she is specifically excluded from the scope of the Act.) Section 18 covers situations where, for example, an employee is sent home if things are quiet or is requested to be available for work and is not, on the day, asked to work.

Where an employee suffers a loss by not working hours he/she was requested to work or be available to work, the zero hours provisions of the Act ensure that he/she is compensated for 25% of the time which he/she is required to be available or 15 hours whichever is the lesser. If the employee got less than 25% of the scheduled work, the compensation would bring the employee's pay up to 25% (or 15 hours). In the UK, employees on zero hours contracts are only paid for time spent working and, if they are not given any hours by their employer, they receive no compensation.

An expectation of work does not entitle an employee to compensation (this provision was inserted at Committee Stage in the Dáil). The zero hours provision does not apply to lay-offs, short-time, emergency or exceptional circumstances, employee illness, employee on-call or where the employee is paid wages for making him/herself available for work.

In Labour Court Determination DW T12148 (October 2012), the Court found that where an employee on a zero hours contract was not offered any work, but where the standard working week was 40 hours, that employee was entitled to 10 hours (i.e. 25%) compensation for each such week.

The issue of casual workers was considered by the Labour Court in Determination No. DWT1145 (April 2011). The Court found that an employee who was

- not obliged to remain available for work during defined periods
- not required to report to the employer on a daily basis or otherwise so as to be allocated work
- not expected to be on stand-by in case work becomes available
- offered work as and when it became available
- able to refuse an offer of work
- not subject to disciplinary proceedings for refusing an offer of work was not covered by the protection offered by section 18 to an employee on a zero hours contract.

Sections 17 and 19 of the Organisation of Working Time Act may also be of particular interest to employees on zero hour contracts. Section 17 sets out the requirements regarding notification to the employee of the times at which he/she will be required to work during the week. Generally, an employee is entitled to 24 hours' notice of his/her roster for the week, although section 17(4) allows for changes as a result of unforeseen circumstances.

Section 19 sets out an employee's entitlement to paid annual leave equal to 4 working weeks in a leave year in which he or she works at least 1,365 hours (unless it is a leave year in which he or she changes employment) or one-third of a working week for each month in the leave year in which he or she works at least 117 hours or 8 per cent of the hours he or she works in a leave year (but subject to a maximum of 4 working weeks).

(iii) The Protection of Employees (Temporary Agency Work) Act 2012 provides rights regarding equality of treatment to temporary agency workers, many of who may be part-time workers. The

Act gives all temporary agency workers the right to equal treatment with regular workers from their first day at work in respect of:

- The duration of working time, rest periods, night work, annual leave and public holidays
- Pay
- Work done by pregnant women and nursing mothers, children and young people
- Action taken to combat discrimination on the grounds of sex, race or ethnic origin, religion or beliefs, disabilities, age or sexual orientation.

Under the Act, temporary agency workers must also have equal access to facilities such as childcare and must be informed of permanent employment opportunities.

Extract from the University of Limerick Study

EXECUTIVE SUMMARY AND RECOMMENDATIONS

KEY OBJECTIVES

The key objectives of the study were established by the Department of Jobs, Enterprise and Innovation:

- To fill the gap that currently exists in terms of the hard data and information that is available concerning the prevalence of zero hours contracts in the Irish economy and the manner of their use.
- To assess the impact of zero hours contracts on employees.
- To enable the Minister to make any evidence-based policy recommendations to Government considered necessary on foot of the study.

KEY FINDINGS

1. Zero hours contracts within the meaning of the Organisation of Working Time Act 1997 (OWTA) are not extensive in Ireland according to our research. There is evidence, however, of so-called If and When contracts. Both types of contract involve non-guaranteed hours of work. The fundamental difference between the two is that individuals with a zero hours contract are contractually required to make themselves available for work with an employer, while individuals with an If and When contract are not contractually required to make themselves available for work with an employer.

2. If and When hours arise in different forms in employment contracts. In some contracts, all hours offered to an individual are on an If and When basis. In other contracts, there is a hybrid arrangement whereby employees have some guaranteed hours and any additional hours of work are offered on an If and When basis.

3. Low working hours arise in various employment contracts. An individual working a low number of hours may have either a regular part-time contract with fixed hours or a contract with If and When hours only or a hybrid arrangement whereby employees have some guaranteed hours and any additional hours of work are offered to them on an If and When basis.

4. Employer organisations argue that If and When hours and low hours suit employees. Such arrangements, it is claimed, especially suit students, older workers and women with caring responsibilities. Some employer organisations argue that they have difficulty finding employees who want more working hours. A number of employer organisations also argue that providing any work to people reduces the cost to the State of paying unemployment benefit.

5. The variety of contractual arrangements which include If and When hours present significant challenges in collecting accurate data on the number of people on them. A key feature of each of these arrangements is the variability of working hours. Central Statistics Office (CSO) data on working hours indicate that 5.3% of employees in Ireland have constantly variable working hours (employees whose hours of work vary greatly from week to week). The highest proportions of those with constantly variable working hours are employed in the wholesale/retail, accommodation/food and health and social work sectors.

6. Managers and professionals are more likely to work constantly variable full-time hours while those in sales and personal services occupations are more likely to work constantly variable part-time hours.

7. A higher proportion of men work constantly variable full-time hours, while a higher proportion of women work constantly variable part-time hours.

8. Employees with constantly variable working hours are more likely to work nonstandard hours (i.e., evenings, nights, shifts, Saturdays and Sundays) than those with regular hours.

9. There is no commonly used national or international definition of low hours working. CSO data show that 2% of employees regularly work 1-8 hours per week, 6% work 9-18 hours per week and 24% work 19-35 hours per week.

10. Very low hours (1-8 hours) are prevalent in the wholesale/retail and accommodation/food sectors. A quarter of all employees working 9-18 hours per week are in wholesale/retail with another 17% working in health. A significant proportion of those who work 19-35 hours per week are in education and health.

11. Higher proportions of personal service and sales workers than those in other occupations regularly work 1-8, 9-18 and 19-35 hours per week. Given that these occupations are highly feminised, more women than men work 1-8, 9-18 and 19-35 hours per week.

12. In the four sectors studied in this report (retail, hospitality, education and health), If and When hours and low working hours are prevalent in the accommodation/food and retail sectors and in certain occupations in education and health: community care work, so-called 'bank' nursing, general practice nursing, university/institute of technology lecturing, adult education tutoring, school substitution, caretaking, and secretarial and cleaning work.

13. The key factors driving the use of If and When contracts are:

- Increasing levels of work during non-standard hours
- A requirement for flexibility in demand-led services
- The absence of an accessible, affordable childcare system
- Current employment legislation
- The particular resourcing models of education and health services.

14. The main advantage of If and When contracts to employers is flexibility, which allows them to increase or decrease staff numbers when needed. A second benefit is reduced cost, as organisations only pay people on If and When hours for time actually worked and these

individuals may not build up enough service to attain benefits such as sick pay. The main disadvantage to organisations is the administrative burden that arises from having to manage a larger workforce with variable hours.

15. Trade unions and non-governmental organisations (NGOs) argue that there are significant negative implications for individuals working If and When hours. Negative implications include:

- Unpredictable working hours (the number and scheduling of hours)
- Unstable income and difficulties in accessing financial credit
- A lack of employee input into scheduling of work hours
- Difficulties in managing work and family life
- Employment contracts which do not reflect the reality of the number of hours worked
- Insufficient notice when called to work
- Being sent home during a shift
- A belief amongst individuals that they will be penalised by their employer for not accepting work
- Difficulties in accessing a range of social welfare benefits
- Poorer terms and conditions in some cases.

16. The Department of Social Protection has raised concerns about the rising cost to the State of income supports (Family Income Supplement and Jobseeker's Scheme) to people on variable and part-time hours.

17. We find that there is a lack of clarity over the employment status of individuals who work only If and When hours. As there is no mutuality of obligation between an employer and individual with If and When hours (i.e., there is no obligation to provide work or perform work), there is a strong likelihood that individuals in this situation are not defined as employees with a contract of service. Consequently, questions arise on the extent to which they are covered by employment legislation.

18. In Europe, working hours are regulated by legislation and collective agreements. Zero hours contracts do not exist in a number of countries. Where zero hours-type practices are regulated, some countries have placed limitations, such as time limits, on their use. A number of countries have increased regulations on zero hours-type work in recent years.

RECOMMENDATIONS

The recommendations of the research team are listed below and set out in detail in Section 8 of the report.

1. We recommend that the Terms of Employment Information Acts 1994 to 2012 be amended to require employers to provide the written statement on the terms and conditions of the employment on or by the first day of employees' commencing their employment. This requirement should also apply to people working non-guaranteed hours on the date of first hire.

2. We recommend that the Terms of Employment Information Acts 1994 to 2012 be amended to require employers to provide a statement of working hours which are a true reflection of the hours required of an employee. This requirement should also apply to people working non-guaranteed hours.

3. We recommend repealing Section 18 of the Organisation of Working Time Act 1997 and introducing either a new piece of legislation or a new section into the Organisation of Working Time Act 1997 to include the provisions in recommendations 4-8 below.

4. We recommend that legislation be enacted to provide that:

- i. For employees with no guaranteed hours of work, the mean number of hours worked in the previous 6 months (from the date of first hire or from the date of enacting legislation) will be taken to be the minimum number of hours stipulated in the contract of employment.
- ii. For employees with a combination of minimum guaranteed hours and If and When hours, the mean number of hours worked in the previous 6 months (from the date of first hire or from the date of enacting legislation) will be taken to be the minimum number of hours stipulated in the contract of employment.
- iii. A mechanism will be put in place whereby, after the minimum number of hours is established, employers and employees can periodically review the pattern of working hours so that the contract accurately reflects the reality of working hours.
- iv. Where after 6 months an employee is provided with guaranteed minimum hours of work as per subsection (i) and (ii), but is contractually required to be available for additional hours, the employee should be compensated where they are not required by an employer in a week. The employee should be compensated for 25% of the additional hours for which they have to be available or for 15 hours, whichever is less.

5. We recommend that an employer shall give notice of at least 72 hours to an employee (and those with non-guaranteed hours) of any request to undertake any hours of work, unless there are exceptional and unforeseeable circumstances. If the individual accepts working hours without the minimum notice, the employer will pay them 150% of the rate they would be paid for the period in question.

6. We recommend that an employer shall give notice of cancellation of working hours already agreed to employees (and those with non-guaranteed hours) of not less than 72 hours. Employees who do not receive the minimum notice shall be entitled to be paid their normal rate of pay for the period of employment scheduled.

7. We recommend that there shall be a minimum period of 3 continuous working hours where an employee is required to report for work. Should the period be less than 3 hours, for any reason, the employee shall be entitled to 3 hours' remuneration at the normal rate of pay.

8. We recommend that employer organisations and trade unions which conclude a sectoral collective agreement can opt out of the legislative provisions included in recommendations 4-7 above, and that they can develop regulations customised to their sector. Parties to a sectoral collective agreement should be substantially representative of the employers' and workers' class, type or group to which the agreement applies.

9. When negotiating at sectoral level, we recommend that employer organisations and trade unions examine examples of good practice which can provide flexibility for employers and more stable working conditions for employees, such as annualised hours and banded hours agreements.

10. We recommend that the Government examine further the legal position of people on If and When contracts with a view to providing clarity on their employment status.

11. We recommend that the Department of Social Protection put in place a system that provides for consultation with employer organisations, trade unions and NGOs, with a view to examining social welfare issues as they affect people on If and When contracts and low hours.

12. We recommend that the Government develop a policy for an accessible, regulated and high-quality childcare system that takes into account the needs of people working If and When contracts and low hours.

13. We recommend that the Government establish an interdepartmental working group to allow for greater cooperation between government departments on policies which affect patterns of working hours.

14. We recommend that the Central Statistics Office have a rolling Quarterly National Household Survey Special Module on Non-Standard Employment which would include questions on non-guaranteed hours.