

'Zero Hour Contract and its Application in the Iraqi Legal System'

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Abstract

Legal systems have to ensure that labors are protected in the workplace; labors are considered to be delicate class which might be exploited by their employer and deprived them from their basic rights. There is a controversial type of contract that has been recently recognized under the common law system in the UK; zero hour contracts seem to be widely used to regulate the relations between employers and employees. Many authors have argued that this kind of contract is paradigmatic which might have stark consequences for employees and traditional models of trade union organization that focus on collective bargaining with the employers. Under the Iraqi legal system, by reviewing all provisions related to labor contract, the content of this contract is prohibited as it is contrary to public order, morals and valid rules and regulations. However, applications of this contract can be seen due to the loopholes in the labor law and the lack of specific court to settle labor disputes; this resulted in many violations to the rules and principles imposed by the law to protect the rights of labors.

Introduction

From the turmoil of the last decade, a new relationship has emerged between employees and their organizations. It is one that openly challenges many of the management assumptions behind the imbalance of power between the key participants. Making a successful adjustment to this change has enormous implications in terms of sustained competitive advantage based on the ability to access and retain a committed and skilled work force. Human Resource professionals will find themselves caught in competing loyalties as their roles in this change process evolve. Although full-time, open-ended employment contracts still constitute the majority, part-time and temporary work have become important alternative employment options in most industrialized countries.¹ Zero hour contracts, short-term vacancies for a limited number of hours or days, have become one of the problematic law issues in the United Kingdom since 2013. In the United Kingdom, employment has taken a variety of contractual form as different combinations of benefits, work time and entitlements are put together for different groups of

¹ Sparrow, P., & Cooper, C. L. (2003), *The employment relationship: Key challenges for HR*. Oxford: Butterworth-Heinemann, p.12-14.

employees.² In July 2014, the UK's House of Commons has issued a bill to limit the use of zero hour contracts and regulate the contract.³ Thus, this bill has determined the framework of the contract and tried to prevent any expansion in the scope of the contract in order to safeguard the rights of employees under the concept of zero hour contracts. The bill introduced the contract that lack specific work hours from full time to zero hours; the employee is expected to get employed by the employers. In the Iraqi legal system, as the security situation in Iraq has eased, the amount of interest in international direct investment has greatly increased. One consistent reluctant that many international corporations have expressed is the desire not to be subject to the general laws in force regulating domestic employment relationships. With its socialist background, Iraqi Labor Law is generally highly protective of employees, creates difficulty in terminating, and the Iraqi Labor office takes a very regulated and aggressive approach in its enforcement. In Federal Iraq (defined as the Governorates not associated with the Kurdistan Regional Government), all employment relationships in Iraq are governed by the Iraqi Labor Law, No. 71 of 1987 (and recently the Iraqi Parliament has issued a new labor law No.37 of 2015). The Iraqi Law is very broad and defines an employee as any person who performs work in exchange for wages, and who, in performing his/her work, is subject to the administration and supervision of the employer. An employment contract is any agreement between an employer and employee whereby the employee agrees to perform a certain work for the employer, and the employer agrees to pay the employee a certain wage for that work.⁴The law applies to any employer employing so much as a single employee. Thus, despite the fact that the use of zero hour contracts have been prohibited under the Iraqi law, with the increase numbers of unemployment in Iraq and the critical financial situation of the government, companies might recourse to conclude contracts for a non-specific period of time and uncertain amount of wages.

Research objectives

Employment contracts supposed to guarantee the rights of labor in their workplace and enforce some obligations on the employers not to violate the minimum standards agreed upon to protect the work force. In Iraq both the labor law and labor court have been paralyzed; hence, the labor rights are at risk. Recently, in the United Kingdom, a legislation has been issued to regulate the labor agreements where there is not a determined time and wages for the employees known as zero hour contracts. Similarly, due to the financial crisis and unstable market, the application of this contract can be seen in Iraq. This paper is trying to introduce zero hour contracts and the possibility of the application of this contract under the Iraqi legal system; taking

² John Allen & Nick Henry, "Ulrich Beck's Risk society at work: labor and employment in the contract service industries" *Transactions of the Institute of British Geographers*, Vol. 22, No. 2 (1997), p.180-181.

³ Article 12 of Zero hour contract bill 2014.

⁴ Article 29 of the Iraqi Labor Law No.71 of 1987.

into account the lack of provision related to the contract. The obstacles to adopt this contract under the Iraqi codes are another significant area to investigate.

Research problems

Iraq has faced many financial difficulties because of the reduction in oil price and ISIS war; unemployment has become a serious matter in both public and private sectors. In this regard, there is a great risk of exploiting labors by forcing harsh conditions; employers might resort to employee labors for unknown period. The United Kingdom has passed a regulation to regulate such kind of agreement which is recognized as zero hour contracts. One of the problematic issues with regard to the application of zero our contract in the Iraqi legal system is the undetermined payment and duration of the agreement. Although the application of the contract can be noticed in the market, there are many legal barriers before implementing such agreement. The validity of zero hour contracts has raised many issues even in the United Kingdom until lately when the government has issued a legislation to regulate the contract.

Research methodology

An analytical approach has been adopted in conducting the research; the meaning of zero hour contracts will be illustrated with the possibility of the application of the contract under the Iraqi legal system. Both zero hour contract code 2014 and the Iraqi labor laws 1987 and 2015 will be discussed to answer research question.

Research outline

The paper will shed the light on the definition of zero hour contracts and the National Minimum Wages. It will further focus on the drawbacks of the contract with indicating similar employment contractual forms. The applicability of zero hour contracts in the Iraqi legal system would be another area of discussion.

Chapter One

The Concept of Zero Hour Contract

Zero hour contract is not a well known concept in the field of employment due to the recentness of its application. In this chapter, zero hour contracts will be defined with indicating the possibility of having such contract under the National Minimum Wage Act. The Drawbacks of the contract is another area of discussion in the same chapter.

I. Defining Zero Hour Contract

Zero Hour Contract which is also known as casual contracts or low hour contracts can be defined as “a type of contract used by employers whereby workers have no guaranteed hours and agree to be potentially available for work. They are used increasingly by companies seeking labor flexibility and by workers seeking flexibility around their other commitments”.⁵ Under this agreement, workers are employed by a firm but not guaranteed any work, and instead are on call and asked

⁵ Zero Hour Contract, House of Common, p.4-5.

to accept work whenever it becomes available – or turn it down.⁶ Doug Pyper and Daniel Harari have defined the contract as “colloquial term for an employment contract under which the employee is not guaranteed work and is paid only for work carried out. They generally lead to a form of working where the worker is not guaranteed any work but has to be available as and when the employer needs them”.⁷ Thus, no particular number of hours or times of work are specified. Zero Hour Contract has been defined in the bill as follows:

“A zero hours contract is a contract or arrangement for the provision of labor, which-

- (a) Fails to specify guaranteed working hours, or
- (b) Specifies guaranteed working hours but the worker is required or expected to be available for work for a period that exceeds by 20% the guaranteed working hours in the contract or arrangement.

(2) Subsection (1) shall not apply in relation to any hours which are regarded by both parties to the contract as overtime hours, provided the worker is paid a premium of at least 50% the hourly rate under a contract of employment.”

Simon Deakin and Gillian Morris argue that this type of contract encompass all cases where the employer unequivocally refuses to commit itself in advance to make any given quantum of work available.⁸ Mark Freedland and Nicola Kountouris bring out this diversity even more clearly, when they refer to “work arrangements in which the worker is in a personal work relation with an employing entity [...] for which there are no fixed or guaranteed hours of remunerated work. These arrangements are variously described as ‘on-call’, ‘intermittent’, or ‘on-demand’ work, or sometimes referred to as ‘zero-hours contracts’”.⁹ A contract can be called zero hour contract, as it has been indicated in the official consultation document on the use and regulation of Zero-Hours arrangements published by the government in December 2013, when there is not a guarantee for a fixed number of hours per week. For instance, the clause states that “The Company is under no obligation to provide work to you at any time and you are under no obligation to accept any work offered by the Company at any time.”¹⁰ This contract has been utilized in many other countries such as Canada, Ireland and New Zealand.¹¹ This kind of contract has been raised dramatically after the 2007 crisis in the UK; in 2005, according to the UK Office for National Statistics, there were approximately 20000 concluded zero hour contracts. However, the figure has increased to over one million employees under the same contracts as Chartered

⁶ Zero hour contract hit 200000, a newspaper article available at [<http://www.recruiter.co.uk/news/2013/04/zero-hours-contracts-hit-200000/>] accessed on 21 of February 2016.

⁷ Doug Pyper and Daniel Harari, “Zero Hour Contracts”, Business and Transport Section, 2013, p.3.

⁸ S Deakin and G Morris, *Labour Law* (6th edn Hart 2012), p. 167.

⁹ M Freedland and N Kountouris, *The Legal Construction of Personal Work Relations* (OUP, 2012), p.318-319.

¹⁰ Department of Business Innovation and Skills, Consultation Dec 2013, available at [<https://www.gov.uk/government/consultations/zero-hours-employment-contracts>] accessed on 2 March 2016.

¹¹ Dunnes Stores Staff stage strike in low-hour contract row, available at [<http://www.rte.ie/news/2015/0402/691486-dunnes-stores/>] accessed on 3 March 2016.

Institute of Personnel and Development suggested.¹² The proponents of utilizing zero hour contracts have given three main reasons behind the use of such contracts; the first one is the demands of the work where job is changeable and unpredictable, varying from day-to-day and week-to-week, they can be the most effective and cost-efficient way of matching supply and labor demand. The second reason is belonged to flexibility of the contract nature; a zero hour contract for some workers may be attractive in the way they choose where and when they prefer to work or it is an additional to a main job, or the potential insecurity of income is not a major concern – for example, a retired person who wants to do some occasional work. The third reason would be evading employment rights: firms may designate individuals as workers rather than employees: workers are not entitled protection against unfair dismissal, maternity rights and redundancy rights. The relation between National Minimum wage and zero hour contracts will be discussed next.

II. National Minimum Wage and zero hour contracts

Since the 1950 and 1960s, part time employment had been rising and it was the only form of employment in the early 1990s due to the economic recession in the UK.¹³ The National Minimum Wage Act 1998 (Which entered into force on 1 of April 1999) does not prevent the use of zero hour contracts but rather insisted on the minimum guarantees for the workers.¹⁴ Labors operating under a zero-hour contract on stand-by time, on-call time, and downtime must be paid the national minimum wage for hours worked. Those who work under zero hour contracts are known as time workers by the National Minimum Wage Act. According to section 15 of the Act, time workers have to be paid the national minimum wages for the times when: **First:** they are at work and required to be at work (excluding rest breaks). Workers who turn up to work as required and who are available for work must be paid the National Minimum Wage during that time. It makes no difference whether or not work is actually provided for that time. But time when a worker is absent from work (for example, rest breaks, tea breaks, lunch breaks, sick leave, holiday) does not count as hours of time work; **Second:** they are on standby or on-call at or near the place of work. If the worker is waiting to be given work, the National Minimum Wage is payable for that time. However, a worker who is on standby or on-call at home, or is entitled to be at home, does not have to be paid the National Minimum Wage for that time, regardless of where the person works; **Third:** they are kept at their place of work but are unable to work because plant or machinery has broken down.¹⁵ Under the National Minimum Wage and Working Time legislation, the practice of employers asking employees to 'clock off' in quiet periods

¹² Zero-hours contracts: 5.5m Britons 'are on deals offering little guaranteed work', newspaper article available at [<http://www.theguardian.com/uk-news/2013/sep/08/zero-hours-contracts-unite-survey>] accessed on 3 March 2016.

¹³ Ola Bergstrom and Donald Storrie, *Contingent Employment in Europe and the United States*, (Edward Elgar Publishing 2003), p.54-55.

¹⁴ Section 1(1) of The National Minimum Wage Act 1998.

¹⁵ Section 15(1),(2) of The National Minimum Wage Act 1998.

but remain on the premises is illegal.¹⁶ Thus, the minimum wages shall be guaranteed by the employer when sign a zero hour contract, otherwise their contract violate the minimum wages and the worker has right to file a lawsuit against the employer. In the Iraqi labor law, in order to guarantee the minimum wage for the workers, a committee which is established by ministerial order is responsible to decide the minimum level for the unskilled worker's payment.¹⁷ For other workers, the wage rate shall not be less than the wages of unskilled workers.¹⁸ The next section will focus on the harms that this contract might cause.

III. Contract drawbacks

One of the concerns of utilizing this type of agreement, as Larry Elliott has indicated, is the risk of exploiting the labors by denying their work at any time for whatever reason such as declining to respond to a demand to work or the worsening of financial condition of a firm which resulted in unemployment of a worker.¹⁹ Another fear is the uncertainty of workers schedules under the contract which is making difficulties for workers who have children; they cannot arrange child care in a proper manner.²⁰ However, the contract has seen as a flexible tool for workers as Sports Direct boss Dave Forsey has defended the company's use of zero-hours contracts, arguing that the vast majority of casual staff valued the flexibility and saying the company needed to work harder to counter "negative media coverage" of the issue.²¹ Furthermore, labor activist Steve Davies describes the zero hour contracts as "the ultimate form of labor market flexibility – a form of modern day feudalism, in which the worker is tied to the employer without guarantees of work or pay."²² Meanwhile, the Union Bargaining Support in their report on zero hour contracts has shown many damaging effects of the contracts such as the uncertainty in the earnings that effects the individual's eligibility to have various state benefits. For instance, a single parent can claim working tax credit only if that person works no less than 16 hours a week; under zero hour contracts these working hours fluctuate which leads to greater hesitation over income despite difficulties in gaining mortgages or any other form of loans.²³ Zero hours contracts are also completely disregard the minimum standards of "decent work" contained in the International Declaration of Human Rights. Decent work is not just a general and subjective

¹⁶ Ian Brinkley, 'Flexibility or Insecurity? Exploring the Rise in Zero Hour Contracts', The Work Foundation, part of Lancaster University, 2013, p.7.

¹⁷ Article 46/1 of the Iraqi Labor Law No.71 of 1987..

¹⁸ Article 47 of the Iraqi Labor Law No.71 of 1987..

¹⁹ A newspaper article by *Larry Elliott (4 August 2013) (Economics Blog), The Guardian, available at ["Zero-hours contract workers - the new reserve army of labour?: Karl Marx would see zero-hour contracts for what they are: rank exploitation - the type of working conditions that spawned trade unions in the first place"]* accessed on 7 March 2016.

²⁰ *Douglas Pyper; Daniel Harari (5 August 2013), available at ["Zero hours contracts"]* accessed on 7 March 2016.

²¹ Sports Direct chief defends zero-hours contracts, a newspaper article available at [<http://www.theguardian.com/business/2015/oct/29/sports-direct-chief-defends-zero-hours-contracts>] accessed on 8 March 2016.

²² Anna Majavu, "An Employment Contract that Violates Human Rights" 2015, available at [<http://www.sacsis.org.za/site/article/2361>] accessed on 8 March 2016.

²³ Union Bargaining Support report, March 2015, p.1-3.

statement here but has been spelled out as the right to work under “just and favorable conditions” with protection against unemployment, among others. Zero hours contracts allow for none of these rights and in other words, are employment contracts that violate human rights.²⁴ Article 23 of the Universal Declaration of Human Rights has stated that “Everyone has the right to work, to free choice of employment, to just and favorable conditions of work and to protection against unemployment.”²⁵ However, Richard Bruton, the Irish minister for Jobs, Enterprise and Innovation has indicated the flexibility of the contract and its mutual benefits for both employers and employees. He is also stated that “Such contracts may be preferred by employees who require flexibility to facilitate educational or other personal requirements and banning such contracts could do a disservice to these workers.”²⁶ Hence, it can be realized that there are different opinion regarding the use of this contract and its impact on labors. In the following part, similar employment contracts will be illustrated.

Chapter two

The application of zero hour contract in the Iraqi legal system

In this chapter, the possibility of utilizing this contract will be discussed under the Iraqi relevant codes and legislations, in particular, Iraqi Labor Law. Prior to that, similar contracts to zero hour contract will be explained.

I. Similar contractual forms

Zero hour contract is totally different from other contractual forms of employment such as part-time employment contract and contingent contract. Part time workers are those who work less than a full time schedule; meaning that a consistent work but for fewer work hours than usual full time permanent job. What makes this contract to be differed from zero hour contracts is the duration and subject of the contract; these two are determined in part time job which is not the same in zero hour contracts.²⁷ Contingent contract, on the other hand, is “a contract to do or not to do something, if some event, collateral to such contract does or does not happen”.²⁸ Thus it is a contract, the performance of which is dependent upon, the happening or non-happening of an uncertain event, collateral to such contract. Mark Berger has claimed that employees under contingent contract do not have any inherent promise of job security.²⁹ Nonetheless, this is not zero-hour contract, whereby the employee is on-call, but must turn up for work, even if the hours is completely not guaranteed, and may only last as short as an hour one week. A temporary staffer is another contractual form whereby an employee comes to the employer through an agency

²⁴ Anna Majavu, (note 22), accessed on 10 March 2016.

²⁵ Article 23, first of the Universal declaration of Human Rights.

²⁶ PQ: Employment Rights Issues (Zero Hour Contract), 2013, available at [<http://www.nascireland.org/know-your-rights/working-in-ireland/pq-employment-rights-issues-zero-hour-contracts/>] accessed on 10 March 2016.

²⁷ Chris Tilly, 'Reasons for the Continuing Growth of Part-time Employment', Monthly Labor Review, 1991, p.10-14.

²⁸ article 31 of the Indian Contract Act.

²⁹ Mark Berger, 'Unjust Dismissal and the Contingent Worker: Restructuring Doctrine for the Restructured Employee' Yale Law & Policy Review, Vol. 16, No. 1 (1997), p. 7-9.

specialized in providing professional labors for specific time period.³⁰ Further, there are many other employment contracts similar but different to zero hour contracts such as, outsourcing, offshore and onshore contract which involve exporting or importing workers for a specific purpose.³¹ Generally, the employment contract can be differentiated from both construction contract and company contract. With regard to the construction contract, the Iraqi Civil Law has defined a contract as an agreement between two parties by which the contractor construct or conduct something to the first party without the direct involvement of the first party whereas under the employment contract the employee will conduct any works under the direct supervision of the employer.³² Concerning the company contract, similar to the employment contract, the labor will follow the instructions of the employer while in the company contract each party has its own share and there is lack of dependency element between the partners.³³ Thus, it can be said that there is a dependency in the employment contract that the labor will perform the work under the direct supervision of the employer which cannot be seen in any other contracts. In the upcoming part, the possibility of using zero hour contracts in Iraq will be discussed.

II. The applications of Zero Hour Contracts in the Iraqi Legal System

By reviewing the Iraqi legislations, no provision can be found that allow an employment agreement similar to zero hour contract. However, due to the financial crises and unstable market in the region, the possibility of concluding such agreement is inevitable. Labor contract has been defined in the Iraqi Civil Law as a contract by which one party dedicate itself to the other party under the supervision of the first party to conduct a specific act and they agreed on specific wage.³⁴ At the same time, labor contract has also been defined in the Labor law as “A contract of employment is an agreement concluded by a worked and an employer under which the worker undertakes to perform specified work for the employer, subject to the employer's direction and supervision, in return for the employer's payment of the agreed wage”.³⁵ The Iraqi Labor Law, similar to the Iraqi Civil Law, requires³⁶ the work category (with work hours) in the contracts and the amounts of wages to be paid. Hence, the characteristics of labor contract under the Iraqi legal system can be stated as:

1. No formality is needed:

Labor contract under the Iraqi law can be concluded by expressing the consent of both parties without resorting to any kinds of formality such as registration or codification. Regarding codifying the contract stated in article 14 of the Iraqi labor law, it is just a condition to proof (in case of one party denial) not conclusion,

³⁰ Barbara Mitchell & Cornelia Gamlem, (The Big Book of HR,2012), p. 37.

³¹ Ibid.

³² Bothe article 864 and 900 of the Iraqi Civil Law No.40 of 1951.

³³ Yusif Alyas, *Iraqi Labor Law*, (Taher Publisher, 1980), p.72-73.

³⁴ Article 900/1 of the Iraqi Civil Law No.40 of 1951.

³⁵ Article 29 of the Iraqi Labor Law No.71 of 1987..

³⁶ The provisions of both Iraqi Labor law No.71 of 1987 and Iraqi Civil Law (articles 900 -926) are mainly applicable on the labor contracts.

meaning that the labor contract can be made even without write it down on a piece of paper. This is similar to the Zero Hour Contract which, in most situation, is a verbal contract rather than written. However, in the new Iraqi Labor law number 37/2015³⁷, despite the fact that writing is optional, the individual employment contract shall contain at least the following data:

- a- The name of the employer and type and address of the enterprise,
- b- The name, date of birth, qualifications, profession, residence and nationality of the worker.
- c- The nature, type, duration and date of commencement of the work.
- d- The basic wage plus all increments or allowances due to the worker in accordance with the applicable employment terms and the method, date and place of payment of the agreed wage.
- e- The working hours and their division method.”³⁸

Most of these conditions would be difficultly fulfilled without having a written contract.

2. It is a term contract

In the Iraqi labor law, in order to have an employment contract, duration is the compulsory element of the contract. Thus, the contract cannot be concluded without having a specific time for the implementation of the contract. This trait cannot be seen in zero hour contract, one of the major concerns of this type of contract is the lack of contract term (duration) which leads to many negative consequences for the second party of the contract (employee). The reason why the Iraqi legislator enforced this condition is to provide more safeguards to the labors; these safeguards do not exist in zero hour contracts.

Labor contract in the Iraqi legal system has two vital elements which are; First: the specific work to be performed by the worker, second: specific amount of money to be paid to the worker by the employer. Regarding the first element, article 6 of the Labor Law has defined work as any physical or intellectual act which is conducted by a person; in return, they receive a specific amount of wages regardless of the nature of the work. Despite having a work to perform, this element cannot be found in zero hour contracts due to the uncertainty in the work. In the Iraqi labor law, it is allowable to sign a contract for a very short period to perform a specific job but the time and subject must be determined otherwise it become a void agreement.³⁹ Concerning the second element, labor contract in the Iraqi labor law is considered as a compensated contract when both parties shall receive in return of what they give. The worker shall receive wages of the work he or she deliver; by the same token, the employer shall be satisfied by the work of the labor or shall receive the required work. Further, the amount of wages shall be determined from the moment of signing a contract. One of the major critics that face zero hour contracts is the lack of specified wages on a regular basis; it is true that the labor will be paid but the parties do not agree on a

³⁷ The Iraqi Parliament has recently issued a new Iraqi labor law, which determines the rights of employees and workers in the region. The new law, number 37/2015 (the “New Labour Law”) replaces the old labour law, number 71 of 1987. The new law entered into force on 7 February 2016.

³⁸ Article 37/1 of the New Iraqi Labor Law No.37 of 2015.

³⁹ Yusif Alyas,(note33),p.67-72.

specific amount as the end of the contract is not specified.⁴⁰ In the Iraqi labor law, there is a chapter for fixing and protection of wages when article 46 stated that “a committee responsible for proposing, at regular intervals, the minimum wage for an unskilled worker shall be established by an Order of the Minister of Labor and Social Affairs”, and in all situations “The wage rate agreed by the employer and the worker may not be lower than the minimum wage for an unskilled worker.”⁴¹ This statement has been emphasized in the new Iraqi labor contract in traduced in 2015 and went into force in February 2016.⁴² The law has also made penalties for any violation related to the minimum wages.⁴³ As a result, any contract concluded between two parties without the abovementioned legal requirements is considered to be invalid and the labor has right to resort to the court. In addition, despite the fact that zero hour contract is not allowable under the Iraqi legal system, this contract might also violate main employment standards such as termination notifications, hazard pay and many other privileges that guarantee the rights of labors under employment contract. Thus, it can be said that apart from legal obligations to protect labor rights, there are many other ethical obligations that need to be account to safeguard the employee's rights.

Conclusion

This paper has sought to give an overview of a common contractual form known as zero hour contract and all the concerns that results in utilizing such contract. Furthermore, the possibility of applying this contract under the Iraqi legal system was discussed. Zero hour contract is an agreement by which an employee works for an employer without having guaranteed work hours and wages. In the United Kingdom, zero hour contracts have seen as part of the UK's highly flexible labor market and it is widely used. The adoption of this contract in the UK is defended by some firms. For instance, Seamus Nevin, the Institute of Director's head of employment and skills, said: “One of the reasons that UK employment figures remained so impressive despite the financial crisis is because employers have been able to adopt zero-hours contracts instead of having to make redundancies. Flexibility is a good thing, and the current balance is working well for both workers and employers.”⁴⁴ However, it is still considered as a controversial legal issue in the UK as many called insecure kind of employment contract that cannot guarantee a stable opportunity and there is a fear of exploiting the workers. Further, workers under this contract do not have a clear job schedule; they might lose their job at any time based on the employer's interests and needs. Nonetheless, the number of workers under zero hour contracts has exceeded 800000 workers in the UK

⁴⁰ Ibid.

⁴¹ Article 47 of the Iraqi labor law No.71 of 1987.

⁴² Article 63 of the new Iraqi Labor Law No.37 2015

⁴³ Article 64 of the new Iraqi Labor Law No.37 2015

⁴⁴ The Guardian newspaper article, 'UK workers on zero hour contracts rise above 800,000', 2016, available at [<http://www.theguardian.com/uk-news/2016/mar/09/uk-workers-on-zero-hours-contracts-rises-above-800000>] accessed on 5 April 2016.

according to some statistics from Office of National Statistics.⁴⁵ Zero hour contracts might violate national minimum wage legislation in the UK if it fails to guarantee minimum wages for the workers. Regarding other contractual forms, there are many similar contracts in the labor market such as part time contract, contingent contract, outsourcing, offshore and onshore contracts; what makes zero hour contract different from other forms is the lack of work hours and wages. These two issues made the contract inapplicable under the Iraqi's legal system as the very recent labor code in Iraq has enforced the determination of work hours and wages for any employment contract.

Recommendations

- The application of zero hour contracts under the Iraqi legal system shall be prohibited as it is contrast to the public order and morals because of the lack of working hours and wages.
- The Labor court shall be established to guarantee the enforcement of the Iraqi labor law, including all guarantees for the workers.
- Public prosecutor shall intervene and invalidate all contracts which is similar to zero hour contracts in order to prevent any kinds of labor abuse and exploitation by the employers.
- Writing shall become an obligatory part of concluding a labor contract in order to provide a better opportunity for the worker to prove the content of the contract. In this regard, the new Iraqi labor law of 2015 has made a great step forward by requiring many requirements to be included in the labor contract.

⁴⁵ Mark Chandler (Office of National Statistics), 'Contracts that do not guarantee a minimum number of hours', 2016, available at [\[https://www.ons.gov.uk/employmentandlabourmarket/peopleinwork/earningsandworkinghours/articles/contractsthatdonotguaranteeaminimumnumberofhours/march2016\]](https://www.ons.gov.uk/employmentandlabourmarket/peopleinwork/earningsandworkinghours/articles/contractsthatdonotguaranteeaminimumnumberofhours/march2016) accessed on 5 April 2016.

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Miscellaneous

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پوخته‌ی توژیینه‌وه

زۆر به‌ی سیسته‌مه یاساییه‌کان پتویسته کاربکه‌ن بۆ دلیابوون له پاراستنی کریکار له شوینی کارکردنه‌که‌ی. چینی کریکار به ئاسانی ده‌کریت خراب به‌کاربه‌ینرین له لایه‌ن خاوه‌ن کاره‌کانیانه‌وه و له سه‌ره‌تایترین مافه‌کانیان بیبه‌ش بکرین. جوړیک له گریبه‌ستی کار هه‌یه که به شیوازیکی به‌رفراوان به‌کارده‌هینریت له وولاتی به‌ریتانیا و مشت و مریکی زۆر هه‌یه له‌سه‌ر به‌کاره‌یتانه‌که‌ی و ناوده‌بریت به گریبه‌ستی کاژییری سفر که به‌کار دیت بۆ ریکخستنی په‌یوه‌ندیه‌کانی کریکار و خاوه‌ن کار. زۆریک له ره‌خه‌نگران ره‌خه‌نی ئه‌وه له‌م گریبه‌سته ده‌گرن به‌وه‌ی که پیشیلکاری زۆری تیدایه بۆ مافی کریکار و کاروباره‌کانی سه‌ندیکی کریکاران له‌و وولاته‌دا. له سیسته‌می یاسایی عیراقیدا، به چاو خشاندن به ده‌قه یاساییه‌کاندا، ریگه به به‌کاره‌یتانی ئه‌م گریبه‌سته نه‌دراوه چونکه پیچه‌وانه‌ی سیسته‌می گشتی و ئادابی گشتی و یاسا کارپیکراوه‌کانه، هاوکات له بازاری کاردا ئه‌م گریبه‌سته جیبه‌جی ده‌کریت به هۆی که‌م و کورتی له یاسای کاری عیراقی و نه‌بونی دادگایه‌کی تایبه‌تمه‌ند بۆ چاو خشاندن به ناکۆکیه‌کانی کاردا، که ئه‌مانه هه‌مووی پیشیلکاریه بۆ ریسا و یاسا‌کانی تایبه‌ت به پاراستنی مافی کریکاراندا.

ملخص البحث

من المفروض ان اغلب الانظمة القانونية ان تعمل على حماية العمال في الموقع العمل. من السهل استغلال العمال من قبل اصحاب العمل و ان يحرمو من حقوق و امتيازاتهم الاساسية. هناك نوع من عقد العمل يستخدم بصورة شائعة في المملكة المتحدة و هناك جدل كبير على استخدامه و يسمى عقد ساعة الصفر الذي يستخدم لتنظيم العلاقة العمال و اصحاب العمل. غالبية النقاد يقولون ان هذا العقد فيه خلافات كثيرة في حق العمال و الاتحاد العمال في ذلك البلد. في النظام القانوني العراقي، و بنظر على فقرات القانونية، لن يسمح بتطبيق هذا العقد لانه يخالف النظام العام و الاداب العامة و القوانين السارية. مع ذلك مضمون هذا العقد يستخدم في بعض مواقع العمل بسبب نقص في القانون العمل العراقي و عدم وجود محاكم خاصة للاعادة النظر في خلافات العمل. كل هذه خلافات تعتبر انتهاك واضح لقوانين و تعليمات الخاصة لحماية حقوق العمال.