

# ZERO-HOUR EMPLOYMENT CONTRACTS FLEXIBILITY OR PRECARIOUS GROUNDS IN THE MODERN ERA?

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## Abstract

*Zero-hour employment contracts provide flexibility for both employers and employees but raise concerns regarding social protection and financial stability. These contracts, which do not guarantee a minimum number of working hours or a fixed monthly income, are prevalent in sectors such as retail and tourism, particularly in the UK. In contrast, countries like France and Germany have adopted more protective legislation, based on indefinite-term contracts and access to social benefits. In Romania, the proposal to introduce zero-hour contracts was rejected due to the risk of labor precariousness and the potential violation of the right to a decent standard of living.*

*The main disadvantages include financial instability, difficulties in accumulating pension contributions, and the risk of exploitation. To prevent abuses, measures such as a guaranteed minimum wage, equal social rights, and strict regulations are necessary. Without such safeguards, zero-hour contracts risk becoming a tool for exploitation, with negative consequences for employees and society as a whole.*

**Keywords:** *employment contracts, flexibility, social protection, social rights, exploitation, guaranteed minimum wage, labor legislation.*

## 1. Introduction

Labor law, with its entire set of protective measures, has been built around the standard employment contract. However, the current trend in European labor relations is moving away from this standard due to technological changes and new human resource management methods. These transformations have led to the emergence of atypical forms of employment that escape the traditional instruments of labor law<sup>1</sup>.

In the context of profound transformations in the labor market, driven by socio-economic changes and the acceleration of digitalization, new forms of work organization have emerged, requiring regulations adapted to contemporary realities. These changes have led to a reassessment of employer-employee relationships, highlighting the need for more flexible employment mechanisms that address both the protection needs of employees and the efficiency and adaptability requirements of the business environment. In this context, „atypical” employment contracts have become an essential component of the modern labor market, providing innovative solutions for managing human resources amid uncertainty and fluctuating demand.

The study of employer-employee relationships, both at the national and global levels, highlights a significant increase<sup>2</sup> in the use of unconventional or non-standardized employment methods. This trend is also supported by recent data published by Eurostat<sup>3</sup>, which indicates that „the growth rate of traditional, permanent, full-time employment is being outpaced by the growth rate of non-standard, atypical forms of employment”. This highlights a crucial issue that cannot be ignored in the context of employer-employee relationships.

To better understand the phenomenon of „atypical employment” and its impact on individual labor market relations, this article aims to analyze the key factors contributing to the spread of zero-hour contracts, which differ from the classic, traditional model of the individual employment contract. It is evident that the traditional employment relationship is under increasing pressure to modernize and rapidly adapt due to digitalization and

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<sup>1</sup> D. Bădoi, A.-M. Preoteasa, *Răspunsuri la criza ocupării. transformări digitale ale pieței muncii din România*, Sociologie Românească, 2024, 22(1), available at: <https://revistasociologieromaneasca.ro/sr/article/view/1798>.

<sup>2</sup> S. Bouwhuis, D. Pavlopoulos, M. Garnier-Villarreal, W. Smits, *Ad hoc decisions as latent strategies: how do firms use nonstandard employment contracts?*, in *Industrial Relations Journal*, 2023, 55(2), p. 81-99, available at: <https://ideas.repec.org/a/bla/indrel/v55y2024i2p81-99.html>.

<sup>3</sup> Statistics available at: <https://www.eurofound.europa.eu/system/files/2016-05/ef0698en.pdf>.

labor market dynamics. As a result, it is becoming clear that the status of the individual employment contract as the standard is eroding, and it no longer serves as the prototype for labor relations<sup>4</sup>.

Although labor legislation has attempted to adapt to these new realities through the adoption of regulatory acts, such as GEO no. 36<sup>5</sup> and 37/2021<sup>6</sup>, which introduced facilities such as the use of electronic signatures and increased flexibility for remote work, these measures are not sufficient to address all market needs. In particular, the rise of digitalization and the expanding economy have highlighted the necessity of regulations that allow for greater flexibility in both working time and location. Thus, a broader approach is required, one that includes new types of employment contracts capable of meeting the needs of both employers and employees.

Currently, even standard employment contracts no longer offer solid job security, especially in the context of economic crises and frequent corporate restructurings that lead to mass layoffs. Atypical contracts, however, go even further by eliminating the stability provided by standard contracts. European documents assessing work performed under atypical contracts distinguish between forms that slightly deviate from the standard (such as fixed-term contracts, part-time contracts, or home-based work) and those that are completely different from the traditional model.

The introduction of these new types of employment contracts is seen as a necessary step in adapting labor legislation to contemporary economic and social realities. By increasing labor market flexibility and reducing bureaucracy, these regulations can contribute to economic efficiency and improved working conditions, creating a more favorable environment for both employers and employees.

Zero-hour contracts have emerged as a response to the need for flexibility in an increasingly dynamic and unpredictable global economy. These contracts, which do not guarantee a minimum number of working hours per week, have been promoted as a solution for sectors with highly fluctuating labor demand, such as healthcare, education, HoReCa, or courier services. For employers, this mechanism allows for workforce adjustments based on business needs, reducing costs associated with periods of inactivity. For some employees—particularly young people, students, or individuals balancing work with other responsibilities—zero-hour contracts offer the freedom to choose when and how much they work, without being tied to a fixed schedule.

However, the growing number of workers employed under these contracts has sparked controversy. The European labor market has shown significant interest in adopting these contracts, primarily due to economic considerations. While some employees appreciate the flexibility these contracts provide, others face financial uncertainty and a lack of job security, which must be carefully balanced.

Although at first glance this mechanism may seem innovative, zero-hour contracts are not a new phenomenon but rather a formalization of casual work, which has always existed. The increasing number of people identifying with this type of employment reflects, in part, a better understanding of the concept. Flexibility benefits both employers, who can quickly respond to demand fluctuations, and employees, who are not obligated to accept every job offer and can work for multiple employers. Additionally, these employees are entitled to the same legal rights, including the national minimum wage and paid leave.

## 2. Application at European level

Atypical employment contracts, such as zero-hour contracts, have become a subject of intense debate within the context of labor legislation in the EU and internationally. These contracts, which deviate from the traditional model of permanent, full-time employment, offer flexibility to both employers and employees, but also raise serious questions regarding social protection and workers' rights<sup>7</sup>. In Romania, there are several proposals to introduce zero-hour contracts into the Labor Code, but these have sparked some controversy as they could lead to labor precariousness and an increase in social inequalities.

A zero-hour employment contract is an agreement between the employer and the employee in which the employer is not obligated to provide a minimum number of working hours per month, and the employee is not

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<sup>4</sup> I.T. Ștefănescu, *Tratat teoretic și practic de drept al muncii*, 3<sup>rd</sup> ed. revised and added, Universul Juridic Publishing House, 2014, p. 225.

<sup>5</sup> Available at: <https://legislatie.just.ro/Public/DetaliiDocument/242068>.

<sup>6</sup> Available at: <https://legislatie.just.ro/Public/DetaliiDocument/242069>.

<sup>7</sup> T. Mihailov, *Contractul individual de muncă cu zero ore de muncă*, în *Integrare prin cercetare și inovare: Științe juridice și economice*, 9-10.11.2023, Chișinău, Republica Moldova: Centrul Editorial-Poligrafic al Universității de Stat din Moldova, 2023, SJE, pp. 374-378.

guaranteed a monthly income. However, the employee is required to be available to the employer when requested, without knowing when or if they will be called to work. In practice<sup>8</sup>, This means that an employee could work 0 hours in a month and, as a result, receive 0 wages. This type of contract is presented by some as a solution to the need for flexibility in the labor market, especially in sectors with seasonal demands, such as tourism, retail, or events. However, from the employees' perspective, zero-hour contracts can lead to financial instability and a lack of social protection.

Contracts that do not stipulate a specific number of hours, whether referring to a minimum number or a reference number such as that provided in art. 114 of the Labor Code<sup>9</sup>, are a type of employment agreement where employees do not benefit from a guaranteed number of working hours but are required to be available to the employer when needed, without knowing when or if they will be called to work. Nevertheless, they are criticized for potentially leading to financial instability and a lack of social protection for workers, especially since there is no form of compensation for the obligation regarding the worker's availability.

Although some criticize these contracts, claiming they offer „zero security” and „zero rights”, the reality is more nuanced. Most people on zero-hour contracts work an average of about 24 hours per week, similar to other forms of part-time employment. It is true that some of these employees would prefer more working hours or another job, but this situation cannot be used as an argument against these contracts<sup>10</sup>. Furthermore, it can be concluded that banning these contracts could lead to job losses rather than an increase in job security.

Thus, according to the Institute for Social Policies, there are cases<sup>11</sup> in which employees feel insecure and exploited, but a complete ban on zero-hour contracts would be disproportionate. The solution could lie in stricter regulations that protect employees without eliminating the necessary flexibility for both employers and employees. Instead, it is essential to listen to and understand the needs of those who choose these contracts, providing balanced solutions that promote both flexibility and security.

Zero-hour contracts are widely spread in the labor market of countries such as the UK<sup>12</sup>, Italy, Netherlands and Ireland. This type of contract is characterized by the absence of a guaranteed minimum number of working hours and the lack of a guaranteed minimum wage, with employees being informed about their working days only in advance. Additionally, in Germany, „mini-jobs”, regulated by the 2003 reform, are paid approximately 400 euros per month and are exempt from taxes and social contributions. These, along with other forms of temporary contracts introduced in Italy, such as the „project agreement”, „intermittent contract”, or „service provision contracts”, have significantly contributed to the increase in flexibility within the European labor market in recent years<sup>13</sup>. These contractual innovations reflect a general trend toward adapting labor legislation to the dynamic needs of modern economies, offering both employers and employees more options for organizing professional activities.

In the United Kingdom, zero-hour contracts are already widespread, particularly in sectors such as retail, HoReCa (Hotels, Restaurants, and Catering), and healthcare. Employees benefit from flexibility but are exposed to the risk of financial instability as they do not have a guaranteed income. Furthermore, these employees have limited access to social benefits, such as sick leave or maternity leave<sup>14</sup>. On the other hand, in France, where the social protection system is strong, zero-hour contracts have been rejected, and labor legislation is based on indefinite-term contracts and employee protection. In 2016, France introduced a law that limits the use of fixed-term contracts in order to prevent abuses and ensure employment stability<sup>15</sup>.

**The data from the UK's Office for National Statistics (ONS).**<sup>16</sup> The data from the UK's Office for National Statistics (ONS) shows that zero-hour contracts are more common among young people (9.1% of employees

<sup>8</sup> International Labor Organization, *Non-standard employment around the world: understanding challenges, shaping prospects*, Geneva, 2016, available at: <https://www.ilo.org/global/topics/non-standard-employment/lang-en/index.htm>.

<sup>9</sup> Law no. 53/2003 (Labor Code), republished in the Official Gazette of Romania no. 345/18.05.2011.

<sup>10</sup> Research made by U.S. Bureau of Labor Statistics, available at: <https://www.bls.gov>.

<sup>11</sup> <https://www.policycentre.org>.

<sup>12</sup> <https://www.costelgilca.ro/stiri/document/5372/in-ultimii-ani-in-europa-au-inflorit-contractele-de-munca-atipice.html>.

<sup>13</sup> I. Mandl, M. Curtarelli, S. Riso, O. Vargas, E. Gerogiannis, *New forms of employment Publications Office of the European Union*, Luxembourg, 2015, available at: [https://www.ioe-emp.org/fileadmin/ioe\\_documents/publications/Policy%20Areas/future\\_of\\_Work/EN/\\_2015-12-04\\_\\_New\\_Forms\\_of\\_Employment\\_Eurofound.pdf](https://www.ioe-emp.org/fileadmin/ioe_documents/publications/Policy%20Areas/future_of_Work/EN/_2015-12-04__New_Forms_of_Employment_Eurofound.pdf).

<sup>14</sup> R. Dimitriu, *Tendințe de flexibilitate a raporturilor de muncă*, in *European Journal of Law and Public Administration*, 2008, available at: <https://www.rsdr.ro/Art-11-1-2-2008.pdf>.

<sup>15</sup> M.-E. Marica, *Contracte de muncă atipice*, Universul Juridic Publishing House, Bucharest, 2019, p. 341.

<sup>16</sup> Statistics available at: <https://www.ons.gov.uk/employmentandlabourmarket/peopleinwork/employmentandemployeetypes/data/sets/emp17peopleinemploymentonzerohourscontracts>.

aged 16-24) and older individuals (5.7% of those over 65), groups that are less likely to commit to full-time employment. In fact, 19% of those with such contracts are still in education. In contrast, the prevalence of these contracts among other age groups (25-64 years) is much lower (around 2%) and has remained stable or decreased as the labor market has solidified.

In the UK, the coalition government of 2013 initiated a consultation on zero-hour contracts, and in 2015, it banned exclusivity clauses, which prevented employees from working for other employers. In 2022, protections against exclusivity clauses were extended to other low-income workers.

The Labor government elected in 2024 has promised to ban exploitative zero-hour contracts and introduce new rights for workers, including the right to a contract with guaranteed hours and the right to prior notice for schedule changes. These measures are part of the Employment Rights Bill 2024-25, which is set to be debated in Parliament<sup>17</sup>.

In Germany, fixed-term contracts are allowed but must be justified and time-limited. Employees on such contracts enjoy the same rights as those on permanent contracts, including access to social insurance. In the United States, atypical contracts are widespread, and labor legislation is less restrictive. Zero-hour contracts and fixed-term contracts are common, especially in the services sector. However, the lack of a strong social protection system exposes employees to financial risks and instability<sup>18</sup>.

In the Netherlands, legislation regulates these contracts in three main forms<sup>19</sup>. On-call contracts allow employees to choose whether or not to accept work when called. For example, an employer in the hospitality sector may call upon an employee with an on-call contract on a busy day, but the employee can refuse without consequences. On the other hand, zero-hour contracts require employees to work when called and provide a minimum compensation of 3 hours, even if they work less. For example, an employee working only 2 hours in a day will be paid for 3 hours, according to Dutch legislation. Min-max contracts offer some stability by specifying a minimum and maximum number of hours the employee must work. For example, an employee may be guaranteed to work between 10 and 20 hours per week, while still maintaining flexibility for the employer.

The impact of these contracts is significant for both employers and employees. For employers, zero-hour contracts provide flexibility and reduce costs, as they do not have to pay wages during periods when work is not required. For employees, however, these contracts can lead to financial instability and a lack of social benefits. For example, an employee with an on-call contract may experience weeks where they are not called to work, which affects their income and long-term plans.

In Romania, despite legislative changes aimed at increasing the flexibility of labor relations, the typical employment contract remains preferred. This is due to the fact that atypical contracts can generate precariousness, disrupt the work-life balance, and lead to discrimination against employees. Furthermore, these contracts can reduce the possibility of union organization and collective bargaining, fragmenting labor relations.

Although atypical contracts, such as fixed-term or part-time contracts, are commonly used, proposals to introduce „zero hours” contracts have been rejected multiple times. According to art. 55 of the Labor Code<sup>20</sup> in Romania, employment contracts must have a precise duration and provide a set number of hours, ensuring both employee protection and a balance between labor market flexibility and income security for the employee. Thus, any form of employment that does not guarantee a minimum number of working hours is considered problematic, as it may lead to economic precariousness and vulnerability for the employee. Despite this, there are still ongoing debates about potential regulations that could address labor market needs in a balanced way without undermining the fundamental rights of employees. Additionally, art. 16 of the Constitution of Romania provides the right to a decent standard of living, which could be violated by a contract that does not guarantee a minimum income.

A legislative proposal aimed at amending art. 103 of Law no. 53/2003 proposed defining the zero-hours contract as one in which the employer is not obligated to guarantee a minimum number of hours per week, and the employee can choose whether to accept work when requested, with the work schedule being entirely flexible. If this legislative proposal is approved, „employers will have the possibility to hire, in the cases and

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<sup>17</sup> Employment Rights Bill Government Bill Originated in the House of Commons, Session 2024-25, available at: <https://bills.parliament.uk/bills/3737>.

<sup>18</sup> International Labor Organization, *op. cit.*, 2016.

<sup>19</sup> Holland Labor Contracts Law (Wet arbeidsovereenkomst, WAO), available at: <https://wetten.overheid.nl/BWBR0002505/2016-07-01>.

<sup>20</sup> Law no. 53/2003 (Labor Code), republished in the Official Gazette of Romania no. 345/18.05.2011.

under the conditions set forth by the present code, employees under zero-hours contracts, with work being performed only upon the employer's request". The proposal also stipulated that salary rights would be granted proportionally to the actual time worked, according to the number of hours worked recorded in the timesheet by the employer. Basic social security benefits, such as maternity/paternity leave, paid vacation, and health insurance, would also be provided under zero-hours contracts. The initiators of the proposal emphasized that even though workers under zero-hours contracts may not work hours, they would still be insured within social and health services and would be entitled to the minimum paid vacation period, which is 20 days according to art. 145 of the Labor Code. It should be mentioned that the initiators withdrew their proposal, which ended the legislative process. However, we discovered other legislative initiatives that have implemented the zero-hour contract mechanism in the Parliament's databases.

Thus, on the website of the Chamber of Deputies, other proposals for amendments to Law no. 53/2003 regarding the Labor Code are also recorded<sup>21</sup> There are also proposals for amendments to the Labor Code that aim to introduce two new forms of employment contracts: the „on-demand” employment contract and the employment contract with multiple employers and a single employee. These types of contracts provide flexibility both in organizing activities and in managing working hours, allowing employees to better balance their personal and professional lives. At the same time, they reduce the administrative burden for employers, offering more efficient solutions for hiring and managing human resources.

In the case of the „on-demand” individual employment contract, the employee performs work at the employer's request, on the days and within the time frame specified, provided that they are notified in writing at least two working days before the work begins. The employer is obliged to specify in the contract the notice period and the method of notifying the employee, and the employee must be notified in writing through means that ensure the transmission and retention of proof. A minimum of 32 paid hours per month is guaranteed, and overtime hours will be recorded and paid accordingly. The employee benefits from the same rights as full-time employees, according to the law and applicable collective labor agreements. Additionally, the employee has the right to refuse tasks without negative consequences if the notice period is not respected or if they are asked to perform tasks outside the agreed hours and days.

Regarding the individual employment contract with multiple employers, it allows an employee to work for multiple employers within the same corporate group, performing the same type of activity and with the same responsibilities. The employers must be part of the same corporate group, which is defined as a structure in which one company exercises control over the others. Control is assumed when a company can appoint the majority of the board members, controls the majority of the votes, or holds the majority of the share capital of another company. The legal and contractual obligations toward the employee rest with the employer who exercises control over the other employers in the group. The employers are jointly responsible for the employee's rights, and if obligations are not met, the employee can request enforcement against any employer.

It can be noted that in Romania, regulating a variety of zero-hour employment contracts is not necessarily necessary or opportune, especially since the mechanism of the authorized natural person is very frequently used in labor relations in practice. A PFA (Authorized Natural Person) is a legal form for individuals who wish to engage in economic activities independently, without establishing a commercial company. It allows a person to carry out professional activities on their own, having the status of a legal entity, but without the complexity and administrative costs involved in setting up a commercial company<sup>22</sup>, and the zero-hours contract represent flexible forms of employment, but they differ significantly in terms of structure, rights, and obligations of the parties involved. While the PFA is a form of independent activity, the zero-hours contract is a dependent employment arrangement, with different implications for both the employer and the employee.

One of the main advantages of the PFA is the flexibility it offers. As a PFA, an individual can organize their work schedule, choose clients, and negotiate rates. This allows for greater autonomy and control over professional activity. Additionally, the PFA can be an attractive option for those who wish to work with multiple clients simultaneously, offering the opportunity to diversify income sources. However, being a PFA also entails a series of fiscal and administrative obligations, such as paying taxes and social contributions, filing tax returns,

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<sup>21</sup> PL-x no. 633/2022, draft law for the amendment of Law no. 53/2003 (Labor Code), available at: [https://cdep.ro/pls/proiecte/upl\\_pck2015.proiect?cam=2&idp=20073](https://cdep.ro/pls/proiecte/upl_pck2015.proiect?cam=2&idp=20073).

<sup>22</sup> Law no. 182/2016 (approval of GEO no. 44/2008), published in the Official Gazette of Romania no. 828/19.10.2016.

and complying with specific regulations. These aspects can be a burden for some, especially for those with no experience in business management.

On the other hand, a zero-hours contract is a form of dependent employment in which the employee is tied to a single employer, but does not benefit from a guaranteed number of working hours or a stable income. This type of contract offers flexibility to the employer, who can adjust the workforce according to business needs, but it may leave the employee in a position of financial uncertainty. Although employees with zero-hours contracts are entitled to basic legal rights, such as the minimum wage and paid leave, the lack of a stable schedule and guaranteed income can lead to instability and financial stress.

An important aspect to consider is social protection. In the case of a PFA, the individual must pay their own social contributions, which can be a disadvantage for those without a stable income. In contrast, employees with zero-hours contracts benefit from social contributions paid by the employer, but these are calculated proportionally to the hours worked, which can result in long periods without contributions and, consequently, without social rights.

Another point of difference is the employment relationship. In the case of the PFA, the relationship is an independent collaboration, and the PFA is not subordinated to the employer. In contrast, the zero-hours contract implies a subordinate relationship, where the employee is required to follow the employer's instructions and be available upon request. This can limit the employee's freedom and may lead to moral harassment or exploitation, especially if the employer abuses the flexibility offered by this type of contract.

In conclusion, both the PFA and the zero-hours contract have specific advantages and disadvantages. The choice between the two depends on individual needs and circumstances. The PFA offers more autonomy and control but entails more fiscal and administrative responsibilities. On the other hand, the zero-hours contract provides some flexibility but may leave the employee in a position of financial instability and lack of security. Ultimately, it is essential for each individual to evaluate their options and choose the employment form that best suits their professional needs and goals.

### **3. Challenges of Zero-Hours Employment Contracts**

Zero-hours contracts are often promoted as a flexible solution for both employers and employees, but they come with a series of significant disadvantages. One of the biggest problems is the lack of commitment from employees. In practice, these employees do not have a stable schedule or guaranteed income, and they tend not to feel bound to their employer. As a result, they may seek other job opportunities, which leads to decreased loyalty and engagement with the company. This can affect productivity and service quality, as employees are not motivated to prioritize the business's needs or perform their duties at a high level.

Another major drawback is the difficulty in finding a workforce within a relatively short time frame. In situations where an employer urgently needs staff, it may be difficult to find available employees, especially if they are not obligated to accept job offers from their employer. This can lead to „gaps in the workforce” and delays in business activities, ultimately affecting the customer experience and business reputation, while also contributing to massive instability in the labor market.

Furthermore, inconsistency in work quality is a common issue. As employees on zero-hours contracts may change from day to day, the quality of services provided may not be uniform. This can lead to misunderstandings with customers, disruptions in manufacturing or service delivery, and decreased customer satisfaction, which could have a long-term negative impact on the business.

Also, a problematic aspect is the complexity of calculating wages and benefits. Employers need to calculate employees' entitlements, such as paid leave, which can be a complicated and error-prone process. For example, in order to calculate leave entitlement, employers must apply a rate based on hours worked, which can lead to misunderstandings and disputes between employers and employees. This can increase the administrative burden, create opportunities for exploitation by not providing paid leave, and increase the risk of litigation.

Additionally, the lack of financial stability for employees is a major disadvantage. These contracts do not guarantee an income, and employees may face financial uncertainty, which can negatively affect their morale and motivation. Furthermore, these employees may be perceived as less valued compared to their colleagues with standard contracts, leading to tensions within the team and a decrease in cohesion, thereby threatening social peace. In the same context, the lack of a minimum number of working hours that ensures a standardized minimum remuneration level would jeopardize even basic living conditions and housing needs for workers.

Zero-hours contracts raise questions about the employment status of workers. In the UK, the status of „employee” or „worker” determines the rights a person enjoys. For example, employees have full rights, including protection against unfair dismissal, while workers have more limited rights. One of the main legal issues is the absence of „mutuality of obligation”, meaning the employer is not obligated to offer work, and the employee is not obligated to accept it. This can make it difficult for employees to obtain rights such as protection from unfair dismissal.

Moreover, employees on zero-hours contracts may face difficulties in accumulating the continuous employment required to qualify for certain benefits, such as unemployment benefits or pensions. Additionally, these employees are often paid less than those with standard contracts, even after adjusting for individual characteristics and job type.

In terms of social protection, one of the major problems is the instability of the social insurance system. It has been observed that workers in non-standard employment are three times more likely to experience poverty and social exclusion compared to those in standard employment<sup>23</sup>.

#### 4. Conclusions

Bilateral contracts, such as zero-hours contracts, represent a flexible solution designed to meet the dynamic needs of the modern labor market, but they also bring with them a series of significant challenges. As globalization and digitalization transform traditional labor organization models, the classic structure of standard employment, characterized by stability and permanence, is gradually being replaced by atypical forms of work, such as zero-hours contracts. These contracts offer flexibility for both employers and employees but are marked by a lack of security and predictability, which can lead to financial instability and stress for workers.

These new forms of employment are characterized by a weaker connection between the employer and the employee, either in terms of working hours, the autonomy of the worker, or the control exerted by the employer over the activities. This situation can create a sense of freedom, but also insecurity and fear about the future.

Atypical contracts do not fit the classical definition of employment contracts and have created a new, highly heterogeneous category of workers with varying degrees of precariousness. Most of these contractual forms are generators of economic precariousness (lower income, lack of stability), social precariousness (disadvantages regarding pensions, vacation days), and emotional precariousness.

One of the main points of controversy is the lack of equity between employees. Although these workers benefit from basic legal rights, such as minimum wage and paid leave, the perception of inequity and insecurity can lead to dissatisfaction and a decrease in job satisfaction. This can affect not only the relationships between employers and employees but also the company's overall reputation. Furthermore, the disappearance of the standard 8-hour workday and the adoption of flexible schedules alters the dynamics of workers' rights and obligations, which may increase the risk of exploitation and abuse.

For zero-hours contracts to be a viable solution, they must be accompanied by protective measures for employees and strict regulations to prevent abuse. Without these measures, these contracts risk becoming tools for exploiting the workforce, with serious consequences for both employees and society. It is necessary to find a balance between the flexibility offered by these contracts and the protection of workers' fundamental rights, ensuring a fair and sustainable work environment.

As the labor environment continues to evolve, the biggest challenge for labor law is to adapt to new forms of employment while maintaining the necessary protection standards to ensure decent and fair work in an increasingly globalized and digitalized economy.

In the end, the adoption of policies that promote transparency, equity, and security in zero-hours contracts is crucial to ensure that these employment arrangements benefit both employers and employees. Only by addressing these challenges and implementing appropriate regulations can zero-hours contracts become an effective and balanced solution in the context of the modern labor market.

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<sup>23</sup> Commission, „Commission adopts proposals for a European Labour Authority and for access to social protection”, Press Release, 13 march 2018.

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