



# Working Hours & Rest Breaks

**Note:** This Employment Guide is intended to provide general guidance only. It does not constitute legal advice and should not be relied upon as doing so.

**Advisory Officers, at the Employment Relations Service, can offer confidential and free advice on all aspects of employment law and employment relations.**

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## Overview

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The Conditions of Employment (Guernsey) Law, 1985 requires that the details of an employee's normal hours of work need to be clearly stated in their written statement of employment (or contract of employment).

As there is no Guernsey law which states a *maximum* number of working hours or *minimum* rest breaks (paid or unpaid) it is important, for both employers and employees, that all terms and conditions relating to hours of work are clearly stated in writing.

## Health and Safety Issues

In today's world, working practices have changed dramatically. Working hours often reflect the business need to satisfy demands 24/7. Employers have to balance their business requirements but should also be aware of health and safety issues which can affect employee morale, performance and productivity. Flexible working hours, contractual rest periods (paid or unpaid) can boost morale and ultimately, productivity.

An employer should also be aware that repetitive tasks can lead to accidents in the workplace. A scheduled, contractual rest break can mitigate such risks in particularly monotonous activities/tasks.

## What do I need to consider?

It is important to clarify terms and conditions such as:

- the number of weekly hours to be worked and the days of the week to be worked
- rules on start and finish times
- information on time off during the week
- whether or not there are any paid or unpaid break(s) during the normal working day

## What about overtime?

The Conditions of Employment (Guernsey) Law, 1985 also requires that overtime rates (if applicable) are included in the written statement of employment (or contract of employment).

Employers may also wish to consider whether time off in lieu (TOIL) as opposed to paid overtime, is a suitable alternative, as employees may have a preference for one or the other. TOIL can cut costs for employers and be more 'convenient and flexible' for employees. If TOIL is the preferred option, it is important to clarify how an employee will be compensated on the termination of employment, if there is no opportunity for TOIL to be taken.

It is important for both employers and employees to be clear about the application of overtime, for example:

- when do overtime rates start to apply?
- is overtime calculated on a daily, weekly or monthly basis or by some other method?
- what are the arrangements for authorising overtime?
- the method for notifying management that overtime has been worked?

## Shift pay, standby and call-out payment systems

Details of the application of shift pay, standby and call-out payment systems should also be clearly defined in writing.

## Other Publications

Publications can be downloaded from the website on a wide range of employment relations subjects, including local employment legislation and best practice guidance on other employment related matters.

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## Contact Information

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### For further advice

- Check [www.gov.gg/employmentrelations](http://www.gov.gg/employmentrelations)
- Email [employmentrelations@gov.gg](mailto:employmentrelations@gov.gg)
- Contact the **Employment Relations Service**, Edward T Wheadon House, Le Truchot, St Peter Port, GY1 3WH
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