

# ORDER IN COUNCIL

**VI  
1985**

ratifying a Projet de Loi

ENTITLED

## **The Conditions of Employment (Guernsey) Law, 1985**

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(Registered on the Records of the Island of Guernsey  
on the 30th September, 1985.)

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1985

# ORDER IN COUNCIL



IN THE ROYAL COURT OF THE ISLAND OF GUERNSEY

*The 30th day of September, 1985 before Sir Charles Frossard, Kt., Bailiff, present:—Albert Richard McCartney Straw, Donald Pescott Plummer, Esquires, Charles Henry Hodder, Esquire, O.B.E., Harry Wilson Bisson, Herbert Nicolle Machon, James de Sausmarez Carey, John Christopher Bulstrode, Geoffrey Ernest Le Page, Stanley Walter John Jehan and Raymond Arthur Heaume, Esquires, Jurats.*

The Bailiff having this day placed before the Court an Order of Her Majesty in Council dated 25th June 1985 approving and ratifying a *Projet de Loi* of the States of Guernsey entitled "The Conditions of Employment (Guernsey) Law, 1985", the Court, after having heard Her Majesty's Comptroller thereon, ordered that the said Order in Council be registered on the records of this Island of which Order in Council the tenor followeth:—

# At the Court at Buckingham Palace

The 25th day of June 1985

PRESENT,

## The Queen's Most Excellent Majesty in Council

WHEREAS there was this day read at the Board a Report from the Right Honourable the Lords of the Committee of Council for the Affairs of Guernsey and Jersey, dated the 13th day of June 1985 in the words following, viz.:—

“YOUR MAJESTY having been pleased, by Your General Order of Reference of the 22nd day of February 1952, to refer unto this Committee the humble Petition of the States of the Island of Guernsey setting forth:—

‘1. That, in pursuance of their Resolution of the 27th day of June 1984, the States of Deliberation at a meeting held on the 28th day of November 1984 approved a Bill or “Projet de Loi” entitled “The Conditions of Employment (Guernsey) Law, 1985”, and requested the Bailiff to present a most humble Petition to Your Majesty in Council praying for Your Royal Sanction thereto. 2. That the terms of the said Bill or “Projet de Loi” are set forth in the Schedule hereunto annexed. And most humbly praying that Your Majesty might be graciously pleased to grant Your Royal Sanction to the Bill or “Projet de Loi” of the States of Guernsey entitled “The Conditions of Employment (Guernsey) Law, 1985”, and to order that the same shall have force of law in the Islands of Guernsey and Herm.’

“THE LORDS OF THE COMMITTEE, in obedience to Your Majesty’s said Order of Reference, have taken the said Petition and the said Projet de Loi into consideration and do this day agree humbly to report, as their opinion, to Your Majesty, that it may be advisable for Your Majesty to comply with the prayer of the said Petition and to approve of and ratify the said Projet de Loi.”

HER MAJESTY having taken the said Report into consideration is pleased, by and with the advice of Her Privy Council, to approve of and ratify the said Projet de Loi, and to order, and it is hereby ordered, that the same shall have the force of Law within the Islands of Guernsey and Herm.

AND HER MAJESTY doth hereby further direct that this Order, and the said Projet de Loi (a copy whereof is hereunto annexed), be entered upon the Register of the Island of Guernsey and observed accordingly.

AND the Lieutenant Governor and Commander-in-Chief of the Island of Guernsey, the Bailiff and Jurats, and all other Her Majesty’s Officers for the time being in the said Island, and all other persons whom it may concern, are to take notice and govern themselves accordingly.

*G. I. de Deney.*



# PROJET DE LOI

ENTITLED

## **The Conditions of Employment (Guernsey) Law, 1985**

### ARRANGEMENT OF SECTIONS

#### Section

1. Written particulars of terms of employment.
2. Supplementary provisions relating to statements under section 1.
3. Certain hours of employment to be disregarded.
4. Changes in terms of employment.
5. Exclusion of certain contracts in writing.
6. Employment outside this Island.
7. Mariners.
8. Employment of husband or wife.
9. Application of sections 1 to 4 to excluded employment.
10. Enforcement of rights under this Law.
11. Interpretation.
12. Citation.
13. Commencement.

# PROJET DE LOI

ENTITLED

## **The Conditions of Employment (Guernsey) Law, 1985**

THE STATES, in pursuance of their Resolution of the 27th day of June, 1984, have approved the following provisions which, subject to the Sanction of Her Most Excellent Majesty in Council, shall have force of law in the Islands of Guernsey and Herm.

Written  
particulars  
of terms of  
employ-  
ment.

1. (1) Not later than four weeks after the beginning of an employee's period of employment with an employer or, where such employment has begun before the coming into force of this Law, then within four weeks after its coming into force, the employer shall give to the employee a written statement in accordance with the succeeding provisions of this section.

(2) An employer shall in a statement under this section—

- (a) identify the parties; and
- (b) specify the date when the employment began.

(3) A statement under this section shall contain the following particulars of the terms of employment as at a specified date not more than one week before the statement is given, that is to say—

- (a) the scale or rate of remuneration, or the method of calculating remuneration (including overtime rates, shift pay and other pecuniary benefits);

- (b) the intervals at which remuneration is paid (that is, whether weekly or monthly or by some other period);
- (c) any terms and conditions relating to hours of work (including any terms and conditions relating to normal working hours);
- (d) any terms and conditions relating to—
  - (i) entitlement to holidays, including public holidays, and holiday pay (the particulars given being sufficient to enable the employee's entitlement, including any entitlement to accrued holiday pay on the termination of employment, to be precisely calculated);
  - (ii) incapacity for work due to sickness or injury, including any provision for sick pay;
  - (iii) pensions and pension schemes;
- (e) the length of notice which the employee is obliged to give and entitled to receive to determine his contract of employment; and
- (f) the title of the job which the employee is employed to do.

2. (1) If there are no particulars to be entered under any of the paragraphs of subsection (3) of section 1 of this Law, or under any of the heads of paragraph (d) of the aforesaid subsection (3) of that section, that fact shall be stated.

Supplementary provisions relating to statements under section 1.

(2) If the contract of employment is for a fixed term, the statement given under section 1 of this Law shall state the date when the contract expires.

(3) A statement given under section 1 of this Law may, for all or any of the particulars to be given by the statement, refer the employee to some



document which the employee has reasonable opportunities of reading in the course of his employment or which is made reasonably accessible to him in some other way.

Certain  
hours of  
employ-  
ment to be  
disregarded.

3. No account shall be taken under section 1 of this Law of employment during any period when the hours of employment are normally less than twenty-one hours weekly.

Changes in  
terms of em-  
ployment.

4. (1) If after the date to which a statement given under section 1 of this Law relates there is a change in the terms of employment to be included, or referred to, in that statement the employer shall not more than four weeks after the change, inform the employee of the nature of the change by a written statement and, if he does not leave a copy of the statement with the employee, shall preserve the statement and ensure that the employee has reasonable opportunities of reading it in the course of his employment, or that it is made reasonably accessible to him in some other way.

(2) A statement given under subsection (1) of this section may, for all or any of the particulars to be given by the statement, refer the employee to some document which the employee has reasonable opportunities of reading in the course of his employment, or which is made reasonably accessible to him in some other way.

(3) Where, after an employer has given to an employee a written statement in accordance with section 1 of this Law the name of the employer (whether an individual or a body corporate or partnership) is changed, without any change in the identity of the employer, and the change does not

involve any change in the terms (other than the name of the employer) included or referred to in the statement, then, the person who, immediately after the change, is the employer shall not be required to give to the employee a statement in accordance with section 1, but, the change shall be treated as a change falling within subsection (1) of this section.

5. Section 1 and 4 of this Law shall not apply to an employee if and so long as the following conditions are fulfilled in relation to him, that is to say—

Exclusion  
of certain  
contracts in  
writing.

- (a) the employee's contract of employment is a contract which has been reduced to writing in one or more documents and which contains express terms affording the particulars to be given under each of the paragraphs in subsections (2) and (3) of section 1 of this Law, and under each head of paragraph (d) of the aforesaid subsection (3) of that section; and
- (b) there has been given to the employee a copy of the contract (with any variations made from time to time), or he has reasonable opportunities of reading such copy in the course of his employment, or such a copy is made reasonably accessible to him in some other way:

Provided that if at any time after the beginning of an employee's period of employment these conditions cease to be fulfilled in relation to him, the employer shall give the employee a written statement under section 1 of this Law not more than four weeks after that time.

Employ-  
ment outside  
this Island.

6. Sections 1 to 4 of this Law do not apply in relation to employment during any period when the employee is engaged in work wholly or mainly outside this Island unless the employee ordinarily works in this Island and the work outside this Island is for the same employer.

Mariners.

7. Sections 1 to 5 of this Law do not apply to—

- (a) a person employed as a master of or a seaman on a sea-going British ship having a gross registered tonnage of eighty tons or more, including a person ordinarily employed as a seaman who is employed in or about such a ship in port by the owner or charterer of the ship to do work of a kind ordinarily done by a seaman on such a ship while it is in port; or
- (b) a person employed as a skipper of or a seaman on a fishing boat for the time being required to be registered under section 373 of the Merchant Shipping Act 1894.

Employ-  
ment of  
husband  
or wife.

8. Sections 1 and 4 of this Law do not apply to employment where the employer is the husband or wife of the employee.

Application  
of sections  
1 to 4 to  
excluded  
employ-  
ment.

9. Sections 1 to 4 of this Law shall apply to an employee who at any time comes or ceases to come within the exceptions from those sections provided for by or under sections 3, 7 and 8 of this Law as if a period of employment terminated or began at that time.

10. (1) Any dispute or difference between an employer and employee as to the requirements of any provision of this Law shall be deemed to be an industrial dispute within the meaning of section 21 of the Industrial Disputes and Conditions of Employment Law, 1947 (hereafter in this section referred to as "the Law of 1947")<sup>(a)</sup>, and the succeeding provisions of this section shall apply to any reference to the Industrial Disputes Tribunal arising under and by virtue of this Law.

Enforce-  
ment of  
rights under  
this Law.

(2) Where an employer does not give an employee a statement as required by section 1 or 4(1) of this Law, the employee may require a reference to be made to the Industrial Disputes Tribunal to determine what particulars ought to have been included or referred to in a statement so as to comply with the requirements of the relevant section.

(3) Where a statement purporting to be a statement under sections 1 or 4(1) of this Law, has been given to an employee, and a question arises as to the particulars which ought to have been included or referred to in the statement so as to comply with the requirements of this Law, either the employer or the employee may require that question to be referred to and determined by the Industrial Disputes Tribunal.

(4) Where, on a reference under subsection (2) of this section, the Industrial Disputes Tribunal determines particulars as being those which ought to have been included or referred to in a statement

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(a) Ordres en Conseil Vol. XIII, p. 1; Vol. XIV, pp. 11 and 411; Vol. XV, pp. 253 and 314; Vol. XVII, pp. 176, 220 and 459; Vol. XXIII, p. 210; Vol. XXIV, p. 185.

given under sections 1 or 4(1) of this Law the employer shall be deemed to have given to the employee a statement in which those particulars were included, or referred to, as specified in the decision of the Tribunal.

(5) The Industrial Disputes Tribunal shall not entertain a reference under this section in a case where the employment to which the reference relates has ceased unless an application requiring the reference to be made was made before the end of the period of three months beginning with the date on which the employment ceased.

(6) In this section the expression "the Industrial Disputes Tribunal" means the Industrial Disputes Tribunal constituted under and by virtue of section 2 of the Law of 1947.

**Interpreta-  
tion.**

11. (1) In this Law, except where the context otherwise requires, the following expressions have the meanings hereby respectively assigned to them, that is to say:—

"contract of employment" means a contract of service or apprenticeship, whether express or implied, and (if it is express) whether it is oral or in writing;

"employee" means an individual who has entered into or works under (or, where the employment has ceased, worked under) a contract of employment;

"employer", in relation to an employee, means the person by whom the employee is (or, in a case where the employment has ceased, was) employed;

“employment” means employment under a contract of employment;

“job”, in relation to an employee, means the nature of the work which he is employed to do in accordance with his contract and the capacity and place in which he is so employed;

“this Island” means the Island of Guernsey and includes the Island of Herm.

(2) Any reference in this Law to any other enactment shall, except where the context otherwise requires, be construed as including a reference to that enactment as amended, repealed or replaced, extended or applied by or under any other enactment including this Law.

12. This Law may be cited as the Conditions of Citation. Employment (Guernsey) Law, 1985.

13. This Law shall come into force on the expiration of the period of two months commencing on the date on which it is registered on the records of the Island of Guernsey. Commence-  
ment.

K. H. TOUGH,

Her Majesty's Greffier.