



Jersey

EMPLOYMENT (AMENDMENT No. 5) (JERSEY) LAW 2010

Arrangement

Article

1	Interpretation.....	111
2	Article 1 amended	111
3	Article 56 amended	111
4	Article 63 amended	112
5	Part 6A inserted into the principal Law	112
6	Article 74 repealed	126
7	Citation and commencement.....	126



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EMPLOYMENT (AMENDMENT No. 5) (JERSEY) LAW 2010

A **LAW** to amend further the Employment (Jersey) Law 2003.

Adopted by the States

1st April 2009

Sanctioned by Order of Her Majesty in Council

21st July 2010

Registered by the Royal Court

6th August 2010

THE STATES, subject to the sanction of Her Most Excellent Majesty in Council, have adopted the following Law –

1 Interpretation

In this Law, the “principal Law” means the Employment (Jersey) Law 2003¹.

2 Article 1 amended

In Article 1 of the principal Law there shall be inserted at the appropriate places the following definitions –

“ ‘affected employee’ for the purposes of Part 6A has the meaning in Article 60F(13);”;

“ ‘effective date of termination’ for the purposes of Parts 6A and 7 has the meaning in Article 63;”.

3 Article 56 amended

For Article 56(1) of the principal Law there shall be substituted the following paragraph –

“(1) Subject to paragraph (9), the notice required to be given by an employer to terminate the employment of an employee who has been continuously employed for one week or more shall be not less than –

- (a) one week's notice if his or her period of continuous employment is less than 2 years;
- (b) 2 weeks' notice if his or her period of continuous employment is 2 years or more but less than 3 years;
- (c) 3 weeks' notice if his or her period of continuous employment is 3 years or more but less than 4 years;
- (d) 4 weeks' notice if his or her period of continuous employment is 4 years or more but less than 5 years;
- (e) 5 weeks' notice if his or her period of continuous employment is 5 years or but less than 6 years;
- (f) 6 weeks' notice if his or her period of continuous employment is 6 years or more but less than 7 years;
- (g) 7 weeks' notice if his or her period of continuous employment is 7 years or more but less than 8 years;
- (h) 8 weeks' notice if his or her period of continuous employment is 8 years or more but less than 9 years;
- (i) 9 weeks' notice if his or her period of continuous employment is 9 years or more but less than 10 years;
- (j) 10 weeks' notice if his or her period of continuous employment is 10 years or more but less than 11 years;
- (k) 11 weeks' notice if his or her period of continuous employment is 11 years or more but less than 12 years;
- (l) 12 weeks' notice if his or her period of continuous employment is 12 years or more.”.

4 Article 63 amended

In Article 63(1) of the principal Law, after “in this Part” there shall be inserted “and in Part 6A”.

5 Part 6A inserted into the principal Law

Immediately after Part 6 of the principal Law there shall be inserted the following Part –

“PART 6A

RIGHTS ON REDUNDANCY

60A The right to redundancy payment

Subject to the following provisions of this Part, if an employer dismisses any employee by reason of redundancy, the employer shall pay the employee a redundancy payment.

60B Qualifying period of employment

An employee does not have any right to a redundancy payment unless that person has been continuously employed for a period of not less than 2 years, computed in accordance with Article 57, ending with the effective date of termination.

60C Amount of redundancy payment

- (1) The amount of a redundancy payment shall be calculated by allowing one week's pay for each year of employment during the period, ending with the effective date of termination, in which the employee has been continuously employed.
- (2) For the avoidance of doubt, in this Article 'year' means a period of 12 calendar months.
- (3) For the purposes of paragraph (1), the amount of one week's pay shall not exceed the amount specified by Order under paragraph (4), or, if no such Order is in force on the effective date of termination, the most recent figure for the average weekly earnings published by the States of Jersey Statistics Unit at least one month before the effective date of termination (disregarding any more recent figure published less than a month before the effective date of termination).
- (4) The Minister may, by Order, specify an amount for the purposes of paragraph (3).

60D Time limits applicable to redundancy payments

- (1) An employee does not have any right to a redundancy payment under this Part unless, before the end of the period of 6 months beginning with the effective date of termination any of the following has occurred –
 - (a) the redundancy payment has been agreed and paid;
 - (b) the employee has made a claim for the redundancy payment by notice in writing given to the employer;
 - (c) a question as to the employee's right to, or the amount of, the redundancy payment has been referred to the Tribunal;
 - (d) a complaint relating to his or her dismissal has been presented to the Tribunal by the employee under Article 76.
- (2) An employee is not deprived of his or her right to a redundancy payment by paragraph (1) if, during the period of 6 months immediately following the period mentioned in that paragraph, the employee –
 - (a) makes a claim for the payment by notice in writing given to the employer;
 - (b) refers to the Tribunal a question as to his or her right to, or the amount of, the payment; or

(c) presents a complaint relating to his or her dismissal under Article 76,

and it appears to the Tribunal to be just and equitable that the employee should receive a redundancy payment.

(3) In determining under paragraph (2) whether it is just and equitable that an employee should receive a redundancy payment the Tribunal shall have regard to –

(a) the reason shown by the employee for his or her failure to take any such step as is referred to in paragraph (2) within the period mentioned in paragraph (1); and

(b) all other relevant circumstances.

60E Renewal of contract or re-engagement

(1) Where –

(a) an employee's contract of employment is renewed or he or she is re-engaged under a new contract of employment in pursuance of an offer (whether in writing or not) made before the end of that person's employment under the previous contract; and

(b) the renewal or re-engagement takes effect either immediately on, or after an interval of not more than 4 weeks after, the end of that employment,

the employee is not entitled to a redundancy payment.

(2) Paragraph (1) does not apply if –

(a) the provisions of the contract as renewed, or of the new contract, as to –

(i) the capacity and place in which the employee would be employed, and

(ii) the other terms and conditions of that employment, differ (wholly or in part) from the corresponding provisions of the previous contract; and

(b) during the period specified in paragraph (3) –

(i) the employee or employer terminates the renewed or new contract, or gives notice to terminate it and it is in consequence terminated, and

(ii) the reason, or principal reason, for the termination is that the employer or employee, as the case may, considers that the employment is not suitable for that employee.

(3) For the purposes of paragraph (2)(b), the period is the period –

(a) beginning at the end of the employee's employment at the end of the previous contract; and

(b) ending with –

- (i) the period of 4 weeks beginning with the date on which the employee starts work under the renewed or new contract, or
- (ii) such longer period as may be agreed in writing by the employer and employee or the employee's representative.

60F Collective consultation requirements

- (1) Where an employer is proposing to dismiss as redundant at one establishment within a period of 90 days or less –
 - (a) 2 or more employees of a description in respect of which a trade union is registered under the Employment Relations (Jersey) Law 2007 and recognized in accordance with a code of practice approved under Article 25 of that Law; or
 - (b) 6 or more employees of a description in respect of which there is no trade union as described in sub-paragraph (a),the employer shall consult about the dismissals all the persons who are the appropriate representatives of the affected employees.
- (2) The consultation shall begin at least 30 days before the first of the dismissals takes effect.
- (3) For the purposes of this Article, the appropriate representatives of the affected employees are –
 - (a) if the employees fall within the description in paragraph (1)(a), representatives of the trade union; or
 - (b) in any other case, whichever of the following employee representatives the employer chooses –
 - (i) employee representatives appointed or elected by the affected employees otherwise than for the purposes of this Article, who (having regard to the purposes for and the method by which they were appointed or elected) have authority from those employees to receive information and to be consulted about the proposed dismissals on their behalf,
 - (ii) employee representatives elected by the affected employees, for the purposes of this Article, in an election satisfying the requirements of Article 60G.
- (4) The consultation shall include consultation about ways of –
 - (a) avoiding the dismissals;
 - (b) reducing the numbers of employees to be dismissed; and
 - (c) mitigating the consequences of the dismissals,and shall be undertaken by the employer with a view to reaching agreement with the appropriate representatives.
- (5) In determining how many employees an employer is proposing to dismiss as redundant, account shall be taken of employees in

respect of whose proposed dismissals consultation has already begun if the redundancy of those employees is regarded as arising out of the same proposal and it would be reasonable to regard those employees as part of the same group of employees for the purpose of applying the consultation requirements in this Article.

- (6) For the purposes of the consultation the employer shall disclose in writing to the appropriate representatives –
 - (a) the reasons for the employer's proposals;
 - (b) the numbers and descriptions of employees whom it is proposed to make redundant;
 - (c) the total number of employees of any such description employed by the employer at the establishment in question;
 - (d) the proposed method of selecting the employees who may be dismissed;
 - (e) the proposed method of carrying out the dismissals, with due regard to any agreed procedure, including the period over which the dismissals are to take effect; and
 - (f) the proposed method of calculating the amount of any redundancy payments to be made to employees who may be dismissed.
- (7) That information shall be given to each of the appropriate representatives by being delivered to them, or sent by post to an address notified by them to the employer, or in the case of representatives of a trade union, sent by post to the union at the address of its head or main office.
- (8) The employer shall allow the appropriate representatives access to the affected employees and shall afford to those representatives such accommodation and other facilities as may be appropriate.
- (9) If, in any case, there are special circumstances which mean that it is not reasonably practicable for the employer to comply with a requirement of paragraph (2), (4) or (6), the employer shall take all such steps towards compliance with that requirement as are reasonably practicable in those circumstances.
- (10) For the purposes of paragraph (9), where the decision leading to the proposed dismissals is that of a person controlling the employer (directly or indirectly), a failure on the part of that person to provide information to the employer shall not constitute special circumstances meaning that it is not reasonably practicable for the employer to comply with such a requirement.
- (11) Where –
 - (a) the employer has invited any of the affected employees to elect employee representatives; and
 - (b) the invitation was issued long enough before the time when the consultation is required by paragraph (2) to begin to allow them to elect representatives by that time,

the employer shall be treated as complying with the requirements of this Article in relation to those employees if he or she complies with those requirements as soon as is reasonably practicable after the election of those representatives.

- (12) If, after the employer has invited affected employees to elect representatives, the affected employees fail to do so within a reasonable time, the employer shall give to each affected employee the information set out in paragraph (6).
- (13) In this Part 'affected employee' means any employee who may be affected by the proposed redundancy or who may be affected by measures taken in connection with such redundancy.

60G Election of employee representatives

- (1) The requirements for the election of employee representatives under Article 60F(3)(b)(ii) are that –
 - (a) the employer shall make such arrangements as are reasonably practicable to ensure that the election is fair;
 - (b) the employer shall determine the number of representatives to be elected so that there are sufficient representatives to represent the interests of all the affected employees having regard to the number and classes of those employees;
 - (c) the employer shall determine whether the affected employees should be represented either by representatives of all the affected employees or by representatives of particular classes of those employees;
 - (d) before the election the employer shall determine the term of office as employee representatives so that it is of sufficient length to enable information to be given and consultations under Article 60F to be completed;
 - (e) the candidates for election as employee representatives are affected employees on the date of the election;
 - (f) no affected employee is unreasonably excluded from standing for election;
 - (g) all affected employees on the date of the election are entitled to vote for employee representatives;
 - (h) the employees entitled to vote may vote for as many candidates as there are representatives to be elected to represent them or, if there are to be representatives for particular classes of employees, may vote for as many candidates as there are representatives to be elected to represent their particular class of employee;
 - (i) the election is conducted so as to secure that –
 - (i) so far as is reasonably practicable, those voting do so in secret, and
 - (ii) the votes given at the election are accurately counted.

- (2) Where, after an election of employee representatives satisfying the requirements of paragraph (1) has been held, one of those elected ceases to act as an employee representative and any of those employees are no longer represented, they shall elect another representative by an election satisfying the requirements of paragraph (1)(a), (e), (f) and (i).

60H Protective awards – complaint to Tribunal

- (1) Where an employer has failed to comply with a requirement of Article 60F or Article 60G, a complaint may be presented to the Tribunal on that ground by any of the affected employees, any of the employees who have been dismissed as redundant or any of the appropriate representatives, as the case may be.
- (2) If on a complaint under paragraph (1) a question arises as to whether or not any employee representative was an appropriate representative for the purposes of Article 60F, it shall be for the employer to show that the employee representative had the authority to represent the affected employees.
- (3) On a complaint under paragraph (1) that there has been a failure relating to the election of employee representatives, it shall be for the employer to show that the requirements in Article 60G have been satisfied.
- (4) If the Tribunal finds the complaint well-founded it shall make a declaration to that effect and may also make a protective award.
- (5) A protective award is an award in respect of one or more descriptions of employee who have been dismissed as redundant, or whom it is proposed to dismiss as redundant, requiring the employer to pay remuneration to each such employee for the protected period.
- (6) The protected period –
 - (a) begins with the date on which the first of the dismissals to which the complaint relates takes effect, or the date of the award, whichever is the earlier; and
 - (b) is of such length as the Tribunal determines to be just and equitable in all the circumstances having regard to the seriousness of the employer's failure to comply with any requirement of Article 60F or 60G,but shall not exceed 13 weeks.
- (7) The Tribunal shall not consider a complaint under this Article unless it is presented to the Tribunal –
 - (a) before the date on which the last of the dismissals to which the complaint relates takes effect;
 - (b) during the period of 8 weeks beginning with that date; or
 - (c) where the Tribunal is satisfied that it was not reasonably practicable for the complaint to be presented during the

period of 8 weeks described in sub-paragraph (b), within such further period as it considers reasonable.

- (8) If, on a complaint under this Article, a question arises –
- (a) whether there were special circumstances which rendered it not reasonably practicable for the employer to comply with any requirement of Article 60F or 60G; or
 - (b) whether the employer took all such steps towards compliance with that requirement as were reasonably practicable in those circumstances,

it is for the employer to show that there were such circumstances and that such steps were taken.

60I Entitlement under protective award

- (1) Where a Tribunal has made a protective award, every employee of a description to which the award relates is entitled to be paid remuneration by that person's employer for the protected period, subject to this Article.
- (2) The rate of remuneration payable is a week's pay for each week of the protected period.
- (3) Remuneration in respect of a period less than one week shall be calculated by reducing proportionately the amount of a week's pay.
- (4) An employee is not entitled to remuneration under a protective award in respect of a period during which he or she is employed by the employer unless he or she would be entitled to be paid by the employer in respect of that period –
 - (a) under the contract of employment; or
 - (b) under Article 59.
- (5) For the purpose of this Article –
 - (a) a week's pay shall be calculated in accordance with Schedule 1; and
 - (b) the calculation date referred to in Schedule 1 shall be the date on which the protective award was made or, in the case of an employee who was dismissed before the date on which the protective award was made, the effective date of termination.
- (6) If an employee of a description to which a protective award relates dies during the protected period, the award has effect in that person's case as if the protected period ended on that person's death.

60J Termination of employment during protected period

- (1) Where an employee is employed by the employer during the protected period and –

- (a) that employee is fairly dismissed by the employer, otherwise than for redundancy; or
- (b) the employee unreasonably terminates the contract of employment,

then, subject to the following provisions, the employee is not entitled to remuneration under the protective award in respect of any period during which, but for that dismissal or termination, the employee would have been employed.

- (2) If an employer makes an employee an offer (whether in writing or not and whether before or after the ending of the employee's employment under the previous contract) to renew the employee's contract of employment, or to re-engage the employee under a new contract, so that the renewal or re-engagement would take effect before or during the protected period, and either –
 - (a) the provisions of the contract as renewed, or of the new contract, as to the capacity and place in which the employee would be employed, and as to the other terms and conditions of the employment, would not differ from the corresponding provisions of the previous contract; or
 - (b) the offer constitutes an offer of suitable employment in relation to the employee,

the following provisions have effect.

- (3) If the employee unreasonably refuses the offer, the employee is not entitled to remuneration under the protective award in respect of a period during which, but for that refusal, he or she would have been employed.
- (4) If the employee's contract of employment is renewed, or the employee is re-engaged under a new contract of employment, in pursuance of such an offer as is referred to in paragraph (2)(b), there shall be a trial period in relation to the contract as renewed, or the new contract (whether or not there has been a previous trial period under this Article).
- (5) The trial period begins with the ending of the employment under the previous contract and ends with the expiration of the period of 4 weeks beginning with the date on which the employee starts work under the contract as renewed, or the new contract, or such longer period as may be agreed in accordance with paragraph (6) for the purpose of retraining the employee for employment under that contract.
- (6) Any such agreement –
 - (a) shall be made between the employer and the employee or a representative of the employee before the employee starts work under the contract as renewed or, as the case may be, the new contract;
 - (b) shall be in writing;
 - (c) shall specify the date of the end of the trial period; and

(d) shall specify the terms and conditions of employment which will apply in the employee's case after the end of that period.

(7) If during the trial period –

(a) the employee, for whatever reason, terminates the contract or gives notice to terminate it and the contract is thereafter in consequence terminated; or

(b) the employer, for a reason connected with or arising out of the change to the renewed, or new, employment, terminates the contract, or gives notice to terminate it and the contract is thereafter in consequence terminated,

the employee remains entitled to remuneration under the protective award unless, in a case falling with sub-paragraph (a), the employee acted unreasonably in terminating or giving notice to terminate the contract.

60K Right to time off to look for work or arrange for training

(1) An employee who is given notice of dismissal by reason of redundancy is entitled to be permitted by that person's employer to take time off during the employee's working hours before the end of that person's notice period in order to –

(a) look for new employment; or

(b) make arrangements for training for future employment.

(2) An employee is not entitled to take time off under this Article unless, on whichever is the later of –

(a) the date on which the notice is due to expire; and

(b) the date on which the employment would expire were notice given as required by Article 56,

the employee will have been (or would have been) continuously employed for a period of 2 years or more.

(3) For the purposes of paragraph (1) –

(a) an employee is entitled to be permitted to take such time off work as is reasonable provided that that period of absence is at least the period during which the employee would be entitled to 40% of his or her week's pay during the period of absence, calculated in accordance with Schedule 1; and

(b) the working hours of an employee shall be taken to be any time when, in accordance with that person's contract of employment, the employee is required to be at work.

60L Right to remuneration for time off under Article 60K

- (1) An employee who is permitted to take time off under Article 60K is entitled to be paid remuneration by that person's employer for the period of absence at the appropriate hourly rate.
- (2) The appropriate hourly rate, in relation to an employee, is the amount of one week's pay divided by the number of normal working hours in a week for that employee when employed under the contract of employment in force when the notice of dismissal was given.
- (3) Where the number of normal working hours differs from week to week or over a longer period, the amount of one week's pay shall be divided instead by the average number of normal working hours calculated by dividing by twelve the total number of the employee's normal working hours during the period of twelve weeks ending with the last complete week before the day on which notice was given.
- (4) If an employer unreasonably refuses to permit an employee to take time off from work as required by Article 60K, the employee is entitled to be paid an amount equal to the remuneration to which that employee would have been entitled under paragraph (1) if the employee had been permitted to take the time off.
- (5) The amount of an employer's liability to pay remuneration under paragraph (1) shall not exceed 40% of a week's pay of that employee during the period of absence, calculated in accordance with Schedule 1.
- (6) The right to any amount under paragraph (1) or (4) does not affect any right of an employee in relation to remuneration under that person's contract of employment.
- (7) Any contractual remuneration paid to an employee in respect of a period of time off under this Article shall go towards discharging any liability of the employer to pay remuneration under paragraph (1) in respect of that period; and, conversely, any payment of remuneration under paragraph (1) in respect of such a period goes towards discharging any liability of the employer to pay contractual remuneration in respect of that period.

60M Complaints to the Tribunal

- (1) An employee may present a complaint to the Tribunal that the employer of that person –
 - (a) has refused to permit that employee to take time off as required by Article 60K(1); or
 - (b) has failed to pay the whole or part of any amount to which the employee is entitled under Article 60L(1) or (4).
- (2) The Tribunal shall not consider a complaint under this Article unless it is presented –

- (a) before the end of the period of 8 weeks beginning with the date on which it is alleged that the time off should have been permitted, whether or not it was in fact permitted then; or
 - (b) within such further period as the Tribunal considers reasonable in a case where it is satisfied that it was not reasonably practicable for the complaint to be presented before the end of that period of 8 weeks.
- (3) Where the Tribunal finds a complaint under this Article well-founded, the Tribunal shall –
- (a) make a declaration to that effect; and
 - (b) direct the employer to pay to the employee such amount as it thinks reasonable.
- (4) The amount which may be directed by the Tribunal to be paid by an employer under paragraph (3) may exceed the amount for which the employer may be liable under Article 60L.

60N Notifying the Minister

- (1) An employer proposing to dismiss as redundant 6 or more employees within a period of 90 days or less shall notify the Minister in writing of that proposal before giving notice to terminate an employee's contract of employment in respect of any of those dismissals, and at least 30 days before the first of those dismissals takes effect.
- (2) A notice given under this Article shall –
- (a) be given to the Minister by delivery or by sending it by post to that person, at such address as the Minister may direct;
 - (b) where there are representatives to be consulted under Article 60F, identify them and state the date when consultation with them under that Article began;
 - (c) set out the reasons for the dismissal;
 - (d) specify the numbers of employees that the employer is proposing to dismiss as redundant; and
 - (e) be in such form and contain such other particulars as the Minister may direct.
- (3) After receiving a notice under this Article from an employer the Minister may by written notice require the employer to give to the Minister such further information as may be specified in the notice.
- (4) Where there are representatives to be consulted under Article 60F the employer shall give to each of them a copy of any notice given under paragraph (1).
- (5) For the purposes of paragraph (4), copies shall be delivered to the representatives or sent by post to one or more addresses notified by the representatives to the employer, or, in the case of

representatives of a trade union, sent by post to the union at its registered address.

- (6) If, in any case, there are special circumstances rendering it not reasonably practicable for the employer to comply with any of the requirements of paragraphs (1) to (5), the employer shall take all such steps towards compliance with that requirement as are reasonably practicable in the circumstances.
- (7) Where the decision leading to the proposed dismissals is that of a person controlling the employer (directly or indirectly), a failure on the part of that person to provide information to the employer shall not constitute special circumstances rendering it not reasonably practicable for the employer to comply with such a requirement.
- (8) The Minister may use the information received under this Article to consult with such other persons as he or she thinks fit.

60O Employee representative's right not to be subjected to detriment

- (1) An employee has the right not to be subjected to any detriment by any act, or deliberate failure to act, by his or her employer done on any of the following grounds –
 - (a) the employee's participation in an election of employee representatives, including his or her participation as a candidate, for the purposes of this Part;
 - (b) the employee's performance or proposed performance of any functions or activities as an employee representative, or candidate to become such a representative, for the purposes of this Part.
- (2) This Article does not apply where the detriment in question amounts to dismissal within the meaning of Part 7.

60P Complaints to Tribunal for breach of Article 60O

- (1) An employee may present a complaint to the Tribunal that he or she has been subjected to a detriment in contravention of Article 60O.
- (2) The Tribunal shall not consider such a complaint unless it is presented within –
 - (a) the 8 weeks immediately following the date of the act; or
 - (b) such further period as the Tribunal may, in the interests of justice, consider reasonable.
- (3) For the purposes of paragraph (2) –
 - (a) where an act extends over a period, the 'date of the act' means the last day of that period; and
 - (b) a deliberate failure to act shall be treated as done when it was decided on as construed in accordance with paragraph (4).

- (4) In the absence of evidence establishing the contrary, an employer shall be taken to decide on a failure to act when he or she does an act inconsistent with doing the act or, if the employer has done no such inconsistent act, when the period expires within which he or she might reasonably have been expected to do the act if it was to be done.
- (5) Where the Tribunal finds a complaint under this Article well-founded, it shall –
 - (a) order the employer to pay compensation to the employee of an amount not exceeding 4 weeks' pay, calculated in accordance with Schedule 1; and
 - (b) declare that any action taken against the employee by the employer, other than the dismissal of the employee, is void.

60Q Right to time off for employee representatives

- (1) An employee who is –
 - (a) an employee representative for the purposes of this Part; or
 - (b) a candidate in an election in which any person elected will, on being elected, be such an employee representative,is entitled to be permitted by his or her employer to take reasonable time off during the employee's working hours in order to perform his or her functions as such employee representative or candidate or in order to undergo training to perform such functions.
- (2) For the purposes of this Article the working hours of an employee shall be taken to be any time when, in accordance with his or her contract of employment, the employee is required to be at work.

60R Right to remuneration for time off under Article 60Q

- (1) An employee who is permitted to take time off under Article 60Q is entitled to paid remuneration by his or her employer for the time taken off at the appropriate hourly rate.
- (2) The appropriate hourly rate, in relation to an employee, is the amount of one week's pay calculated in accordance with Schedule 1 divided by the number of normal working hours in a week for that employee when employed under the contract of employment in force on the day when the time off is taken.
- (3) A right to any amount under paragraph (1) does not affect any right of an employee in relation to remuneration under his or her contract of employment ("contractual remuneration").
- (4) Any contractual remuneration paid to an employee in respect of a period of time off under Article 60Q goes towards discharging any liability of the employer to pay remuneration under paragraph (1) in respect of that period, and, conversely, any payment of remuneration under paragraph (1) in respect of a period goes

towards discharging any liability of the employer to pay contractual remuneration in respect of that period.

60S Complaint to Tribunal for breach of Article 60Q or Article 60R

- (1) An employee may present a complaint to the Tribunal that his or her employer –
 - (a) has unreasonably refused to permit the employee to take time off as required under Article 60Q; or
 - (b) has failed to pay the whole or any part of the amount to which the employee is entitled under Article 60R.
- (2) The Tribunal shall not consider a complaint unless it is presented –
 - (a) before the end of the period of 8 weeks beginning with the day on which the time off was taken or on which it is alleged the time off should have been permitted; or
 - (b) within such further period as the Tribunal considers reasonable in a case where it is satisfied that it was not reasonably practicable for the complaint to be presented before the end of that period of 8 weeks.
- (3) Where the Tribunal finds a complaint under this Article well-founded it shall make a declaration to that effect.
- (4) If the complaint is that the employer has unreasonably refused to permit the employee to take time off, the Tribunal shall also order the employer to pay compensation to the employee of an amount equal to the remuneration to which the employee would have been entitled under Article 60R if the employer had not refused.
- (5) If the complaint is that the employer has failed to pay the employee the whole or part of any amount to which the employee is entitled under Article 60R, the Tribunal shall also order the employer to pay to the employee the amount which the Tribunal finds due to the employee.”.

6 Article 74 repealed

Article 74 of the principal Law shall be repealed.

7 Citation and commencement

- (1) This Law may be cited as the Employment (Amendment No. 5) (Jersey) Law 2010.
- (2) This Law shall come into force on such day or days as the States may by Act appoint and different days may be appointed for different provisions.

M.N. DE LA HAYE

Greffier of the States

¹ *chapter 05.255*