

Sample Clause on Worktime

Working time — example 1

- 1.1 You agree that Your average weekly working time may exceed 48 hours and accordingly You 'opt out' of the limit on working time set down by the Working Time Regulations 1998. You may elect to end this 'opt-out' at any time by giving to the Employer of not less than [seven days'/three months'] written notice.

2 Working time — example 2

- 2.1 [Your average weekly working time shall be determined over [successive 17-week reference periods starting from [*insert date*/the Commencement Date]/standard successive 17-week reference periods (each a 'Standard Reference Period') from 1 January to 29 April, 30 April to 26 August and 27 August to 23 December in each year [(or as notified to You in writing from time to time)].
- 2.2 [During the period from 24 December to 31 December, the reference period on any day shall be the previous period of 17 weeks.]
- 2.3 [Until You have been employed for 17 weeks, the Employer shall average Your working time over the period since Your employment commenced/Until You have been employed for a full Standard Reference Period, the Employer shall average Your working time over the previous 17-weeks' employment.]
- 2.4 You agree to extend the meaning of 'working time' for the purposes of this Agreement from that contained in the Working Time Regulations 1998 to include [any lunch break and refreshment break to which You are entitled].
- 2.5 If asked by the Employer, You shall keep such record of Your working time as the Employer reasonably requires.

3 Normal Hours

- 3.1 [either] Your normal hours of work are from [*8.30*] am to [*1*] pm and from [*2*] pm to [*6*] pm on every day of the week except Saturday and Sunday]/from [*am/pm*] to [*am/pm*] on [Monday to Friday inclusive /*specify days of week to be worked*].
- 3.2 [or] You do not have any normal hours of work but are required to work at such times and for such periods on such days as are necessary for the efficient discharge of Your duties.
- 3.3 [or] Your normal hours of work are the Employer's normal hours of business from [*9 am*] to [*5 pm*] from Monday to Friday inclusive [together with such additional hours (whether on weekdays, weekends or public holidays) as may be necessary for the proper performance of Your duties or as the Employer may reasonably require from time to time.
- 3.4 [or] You have no normal hours of work under this Agreement but are instead to work a minimum of [*number*] hours each [*week*] at such times as [are notified to You by the Employer [at the start of each week/at least 24 hours in advance]/as You decide to suit You and the Employer's mutual convenience].

4 Rest periods

- 4.1 You are entitled to a [paid/unpaid] [lunch/rest] break to be taken between [*1 pm*] and [*2 pm*] each working day.
- 4.2 You are entitled under statute to one 20 minute [refreshment/rest] break away from Your workstation after You have worked for six continuous hours.

- 4.3 You are entitled under statute to a daily rest period of 11 consecutive hours in each 24 hour period.
- 4.4 You are entitled under statute to [an uninterrupted rest period of not less than 24 hours in each seven-day period/two uninterrupted rest periods, each of not less than 24 hours, in each 14-day period/an uninterrupted rest period of not less than 48 hours in each 14-day period] during which You work for the Employer.
- 4.5 For the purposes of Regulation 11 of the Working Time Regulations 1998, the [seven-day/14-day] period used to determine Your entitlement to a weekly rest period shall begin [at midnight between Sunday and Monday/at midnight between [insert date] and [insert date] and every 14 days thereafter].

5 Timekeeping

- 5.1 You are required to comply with the Employer's time recording procedures, including [signing/clocking in] on Your arrival at work and [signing/clocking] out whenever You leave work for any reason. You may not [sign/clock] any other person in or out nor may You ask or procure that someone else [signs/clocks] in or out for you. Any attempt to falsify Your own or anyone else's time records may lead to disciplinary action against including Your dismissal with or without notice.
- 5.2 Where required to do so, You must complete the appropriate [time/work] sheets indicating with sufficient detail what work You have carried out during Your hours of work. At the end of each [day/week/month], You must check Your [time/work] sheets carefully before submitting them to Your [*manager*] for approval [as they will be used as the basis for determining Your pay for the relevant period].