

People and Corporate Services
19 – 21 Broad Street St Helier
Jersey JE4 8QT



CONTRACT OF EMPLOYMENT

1. Parties to the Contract

This contract is between the States Employment Board (the "SEB" and/or the "Employer") and Suzanne Wylie, [REDACTED]

Your Employer is:

The States Employment Board
c/o People and Corporate Services
19 – 21 Broad Street
St Helier, Jersey JE4 8QT

2. Terms and Conditions of Employment

Your terms and conditions of employment are set out in this Contract of Employment. You also agree to be bound by any other terms and conditions of service agreed by the Employer with you.

The agreed terms and conditions (which may be negotiated from time to time) that form part of your Contract of Employment are applicable and binding.

Copies of the current agreements adopted by the Employer and applicable to your role under this Contract of Employment are available from People and Corporate Services.

From time to time variations in your terms and conditions of employment will result from negotiations and agreement with you by the Employer. Where such variations have been agreed and adopted by the Employer, the Employer will, within a period of 20 working days, notify you in writing of the changes.

Unless expressly stated to be contractual, the policies and procedures referred to herein are subject to consultation with you, are not legally binding and do not form part of your Contract of Employment.

In the event of any ambiguity between this Contract of Employment and any agreed terms and conditions, this Contract of Employment shall take precedence.

3. Job Title & Place of Work

You are employed as Chief Executive Officer of the States of Jersey, although your Job Title may vary from time to time at the absolute discretion of the Employer. However it will remain consistent with the role of CEO.

Your principal place of work will be Broad Street, St Helier, Jersey. However, you will be required to work at any other site within the service of the Government of Jersey as directed by the Employer or the Employer's delegated nominee.

4. Job Duties

Whilst Chief Executive Officer, you will be Principal Accountable Officer for the purposes of the Public Finances (Jersey) Law 2019 unless otherwise advised.

Whilst Chief Executive Officer, you will be the Head of Public Service as designated in the Employment of the States of Jersey Employees (Jersey) Law 2005.

You are the Chief Executive Officer to the Council of Ministers.

The principal duties and primary functions of your role are set out in the Job Description. These are not exclusive, and duties are to be undertaken commensurate with the role as required and directed.

Your Job Description does not form part of your Contract of Employment, and its contents maybe updated or revised at the discretion of the Employer after reasonable consultation with you. Such other duties will be commensurate with the role of CEO.

In addition to the duties set out in your Job Description, you will also be required to undertake such other duties as are reasonably required of you and deemed by the Employer to be appropriate for your pay grade and skill set.

Your line management is directed by the Chief Minister, or any delegate specified by the States Employment Board.

5. Date of Commencement of Employment and Term

This Contract of Employment is effective from 1st February 2022.

6. Date of Continuous Employment

The date on which your period of continuous employment began for the purposes of your statutory rights under the Employment (Jersey) Law 2003 is 1st February 2022.

Please note: This date has been calculated by reference to Articles 57 and 58 of the Employment (Jersey) Law 2003. It is your responsibility to tell us if you do not agree with this date, and you will be required to provide evidence in support of your period of continuous employment.

7. Employment Status

This is a permanent full-time post.

8. Basic salary

Your salary at the start of your employment in this post will be £250,000 per annum. If you work part-time, your salary declared above will be pro-rata to the number of hours you work. Your salary will be subject to regular review, but will not be less than the basic salary stated.

Unless the contrary is agreed with the Employer in writing, salaries are paid by equal monthly instalments on the last working day of the month. If that day is an official holiday, your salary will be paid on the nearest working day before the last working day. Payment will be made directly into your bank account.

In the event of a payment made in error by the Employer to you, the Employer shall have a right of set off directly against your salary payments.

9. Pension

This role is pensionable from the date that you commence your employment.

This is subject to the rules of the Public Employees Pension Scheme (PEPS) – Career Average Revalued Earnings Pension Scheme (CARE), or where appropriate, the Jersey Teachers Superannuation Scheme.

If you are eligible to join the Pension Scheme, then a contribution will be deducted from your salary.

Full details of the Pension Scheme applicable to you and the eligibility conditions are available from the People Hub or on the intranet.

10. Hours of Work

You are required to work the hours necessary to perform the role, which shall be not less than 37.5 hours per week, exclusive of rest/meal breaks. Your hours and your working pattern may be subject to change. Any changes will be discussed with you, and you will be given reasonable notice.

You may be requested or required to work additional hours and payment for this work (where appropriate) will be made in accordance with terms, conditions and normal working arrangements that apply.

11. Probationary Period

Unless you have been formally notified in writing of having passed the probationary period for this role, your appointment to this role is subject to the successful completion of a 6 - month induction and/or probationary period.

12. Conditions of Employment

Appointment to this role will not be confirmed until the conditions of employment set out below have been met. Compliance with these conditions is an on-going requirement of your employment.

Medical Clearance

Your employment is subject to satisfactory medical clearance. You will be required to complete a confidential health questionnaire, which will be forwarded to our Occupational Health Service. You may also be required to undergo a medical examination.

Satisfactory References

Your employment is subject to the receipt of satisfactory references and where appropriate evidence of the qualifications or equivalent required for the role.

Security Clearance

Where appropriate your employment is subject to the receipt and maintenance of a satisfactory Disclosure and Barring Service (DBS) check, or other relevant security clearance checks.

Further employment checks

The Employer reserves the right to carry out any further employment checks that are reasonably required and appropriate for your role.

13. Performance appraisal

You will be subject to a six-monthly performance appraisal.

14. Annual Leave

The annual leave year runs from 1st January to 31st December.

Your annual leave entitlement for a full year is 232.5 hours per annum (31 days).

The parties agree that all annual leave entitlement will be used during the currency of this Agreement, on a "use it or lose it" basis. For the avoidance of doubt, no monetary sum will be paid in respect of unused annual leave at the end of this agreement, unless there is an exceptional reason why the leave cannot be taken and with the prior written agreement of the Chief Minister.

15. Public & Bank Holidays

Irrespective of length of service, you are entitled to leave with a normal day's pay on Public or Bank Holidays provided this is a day on which you are contracted to work.

If you are required to work on a Public or Bank Holiday, you may take the equivalent time off in lieu.

16. Sickness Absence and Pay

If you are absent from work due to sickness, you must ensure that this is reported to the Group Director, People and Corporate Services and the Chief Minister.

You are entitled to sick pay for specified periods of sick absence in accordance with the collectively agreed terms and conditions for the payment of sick pay applicable to your role.

17. Residence and Other Employment

It is a requirement of this post that you reside in Jersey.

You must not, either directly or indirectly, be engaged or concerned in any other service or business whatsoever (whether paid or unpaid) or receive commission or profits of any kind unless approved in writing by the Employer. Such requests for permission should be put in writing to the Group Director, People and Corporate Services. Written permission must be received.

18. Termination of Employment

Minimum Periods of Notice

Either party may terminate this contract of employment by giving notice in writing to the other party.

Employer's notice

The period of notice required to be given by the Employer in order to terminate this Contract of Employment is as follows:

Executive - Employer notice periods	
Continuous Service	Period of Notice
Less than 26 weeks	3 months
26 weeks or more	6 months

The Employer reserves the right at its absolute discretion to pay you in lieu of notice.

The Employer retains the right to terminate your contract without notice if you are guilty of gross misconduct. No payment in lieu of notice will be made if your contract is terminated for gross misconduct.

Employee's notice

The period of notice required to be given by you in order to terminate this Contract of Employment is as follows:

Executive - Employee notice periods	
Continuous Service	Period of Notice
Less than 26 weeks	3 months
26 weeks or more	6 months

Calculation of Pay in Lieu of Notice

Any payments made in lieu of notice will be calculated, in accordance with the tables above, on the employee's basic salary at the time the notice is given by either party.

Where payments are made in lieu of notice the Employer's Pension contributions are also paid to the employee as membership of the pension scheme ceases on the last day of their employment (i.e. at the end of their notice period).

Annual leave accrued during the period of notice is not paid in addition to the payment in lieu of notice, as this is already counted for within the employee's basic pay. (However, any annual leave owing from before the period of notice commences will be paid for in addition to the payment in lieu of notice).

Waiver

Either party may waive their right to notice, by mutual agreement.

Gardening Leave

The Employer may, at its absolute discretion, amend your duties and/or suspend you from the performance of your duties and/or exclude you from any premises of the Employer and/or require you to work from home, provided that the employer has reasonable grounds for doing so and such arrangement and the basis and terms of such arrangement being notified to you in writing. This shall be known as gardening leave.

Whilst on gardening leave you will remain employed and will receive your contractual pay and benefits. Your employment contract shall subsist and the Employer may call you back to work at any time. You must ensure you are contactable during your contractual working hours.

Post-termination restrictions on Employment

Upon leaving the employment of the Employer, you shall not without the reasonable consent of the Employer (within a period of 12 months) take up employment with (or provide services to) any body if during your last two years of employment with the Employer you had been directly involved in transactions with that body for which the offer of employment or provision of services could reasonably be regarded as a reward or which is likely to benefit from commercially sensitive information which is known to you by virtue of your past employment with the Employer.

Further, you will not directly or indirectly entice, encourage or endeavour to entice or encourage any employee of the Employer, with whom you worked directly or indirectly within the period of twelve months preceding the termination of your contract of employment, to leave their employment for a period of 12 months following termination.

Effect of Termination

Upon leaving the employment of the Employer, any membership, directorship or position within any board, committee, company, trust or other body related to your role/employment shall cease with immediate effect. You undertake to complete any appropriate documentation which may be required to effect this and to ensure a seamless transition on or before any date of departure.

Return of Property

You shall promptly, whenever requested by the Employer and in any event upon the termination of your employment, deliver up to the Employer all of the Employer's property, including: lists of clients, correspondence and all other documents, records, papers, laptops, electronic storage devices, keys, fobs, identification cards, access passes, credit or charge cards, membership cards and all other property which may have been prepared by you or have come into your possession, custody or control in the course of your employment, and you shall not be entitled to and shall not retain any copies of them. Title to all such material and copyright in all such material created solely or in part by you shall vest in the Employer.

19. Confidential Information

In the course of your role, you will have access to and be entrusted with confidential information of the States of Jersey. All employees are expected to maintain strict confidentiality and privacy of business and personal information both during your employment and after its termination. Any breaches of confidentiality or privacy may result in disciplinary and/or legal action.

20. Data Protection

The Employer will create and maintain manual and electronic records on you during your employment and retain these records after your employment has ceased for reasonable purposes set out in law. These records will be held, maintained and used in accordance with the Data Protection (Jersey) Law 2018, and/or any applicable new legislation (as amended from time to time).

During your employment you must advise us immediately of any changes to your personal information so that we can ensure that our records are accurate.

You are responsible for using all relevant information systems for authorised purposes only and strictly in accordance with any governing policies and standards. You must keep all passwords confidential to yourself.

The States of Jersey owns all systems and data contained in those systems and reserves the right to monitor use for security purposes.

21. Official Conduct

The public is entitled to demand of any public servant conduct of the highest standard.

Your off-duty hours are your personal concern, but you should not subordinate your duty to your private interests nor put yourself in a position where your duty and your private interests conflict, or where public confidence in the conduct of the Employer would be weakened.

If it comes to your knowledge that a contract in which you have a pecuniary interest, whether direct or indirect has been or is proposed to be entered into by the Employer you shall as soon as practicable, give notice in writing to the Group Director, People and Corporate Services (or designate) of the fact that you are interested therein.

22. Governing Law

This Contract of Employment shall be governed and construed in accordance with the laws of the Island of Jersey. The parties to this Contract of Employment irrevocably agree that the Jersey Employment Tribunal and/or the Royal Court of Jersey (as applicable) shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Contract of Employment.

23. Health and Safety

Under the Health and Safety at Work (Jersey) Law 1989 as amended from time to time: -

- the Employer has a duty to take all reasonably practicable steps to ensure your health and safety at work;
- you must adhere to corporate and departmental health and safety policies/procedures;

you have a duty of care to yourself and others at all times and must act in a manner that demonstrates good health and safety practice in the work place. You also will undertake any additional training required to maintain competence and safety standards in the workplace.

24. Employer's policies

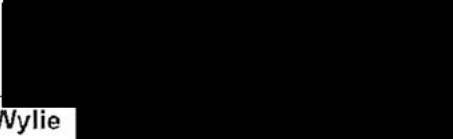
The Employer will apply Codes of Practice, policies and procedures in specific situations that may arise during the course of your employment. You will be expected to follow these policies and procedures, and to familiarise yourself with them.

25. Further directions

The Employer reserves the right to clarify terms of this contract, requirements of the role or direct you to work in such a manner as they see fit subject to such clarifications and directions not amounting to a significant amendment of the contract of employment, in which case agreement will be required as set out in paragraph 2 of this contract. Such clarifications and directions will be put in writing on behalf of the Employer by the Group Director for People and Corporate Services.

Signed:  Date: 17 SEPT. 2021
Mark Grimley
Group Director of People and Corporate Services
For and on behalf of the States Employment Board

I confirm I have read and understood the terms of this Contract of Employment and formally accept the appointment on the terms and conditions set out above.

Signed:  Date: 17/9/21
Suzanne Wylie

Please sign both copies of this Contract of Employment, retaining one copy for your own information and returning the other copy to the address shown at the top of this document.

Copies of all policies, documents and supporting information referred to in this contract are available from peoplehub@gov.je or on the intranet