

## People Hub

Ground Floor, Cyril Le Marquand House,  
PO Box 600, St Helier, JE4 8YA  
Tel: +44 (0)1534 448230



# CONTRACT OF EMPLOYMENT

## 1. Parties to the Contract

This contract is between the States Employment Board (the "SEB" and/or the "Employer") and "[Employee's Name]" , "[Employee's Address]" .

Your Employer is:

The States Employment Board  
Cyril Le Marquand House  
The Parade  
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 the Human Resources Department.

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 "[Employee's Job Title]" ("Job Title"), although your Job Title may vary from time to time and you will be notified prior to this,

Your role has been determined as an Executive (Tier x) role within the States of Jersey.

Your principal place of work will be initially [Location] . However, you may be required to work at any other site within the service of the States of Jersey as directed by the Employer or the Employer's delegated nominee.

#### **4. Job Duties**

In accordance with the Public Finances (Jersey) Law 2005 as amended from time to time ("the Public Finances Law"), your role may carry statutory accountabilities [as an accounting officer].

The principal duties of your Executive role and full functions of your role are set out in the enclosed Job Description/Role Profile.

Your Job Description/Role Profile does not form part of your Contract of Employment, and its contents may be updated or revised at the discretion of the Employer after reasonable consultation with you.

In addition to the duties set out in your Job Description/Role Profile, 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.

#### **5. Date of Commencement of Employment**

This Contract of Employment is effective from "[Start Date]" .

This Contract of Employment supersedes and replaces any previous Contract of Employment with your Employer for this role.

#### **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 as amended from time to time is "[Employee's Continuous Date]"

Please note: This date has been calculated by reference to Articles 57 and 58 of the Employment (Jersey) Law 2003 as amended from time to time. 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 role will be £"[Starting Salary]" 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.

Progression through your salary range (where applicable) up to the maximum of your grade will be in accordance with the policy and performance requirements attached to salary progression for your role. Your salary range is £"[Salary Range]" .

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. Additional Payments and Allowances**

Unless confirmed otherwise, you are not eligible for additional payments or allowances.

Your basic salary is reflective of your role. Where your basic salary is supplemented by a recruitment and retention supplement, any such supplement is non-permanent, non-pensionable and subject to regular review. In exceptional circumstances, a recruitment and retention supplement may be made pensionable (with appropriate written approvals and subject to regular review).

## **10. Pension**

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

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.

## **11. Hours of Work**

**Please refer to the terms and conditions of service attached to hours of work applicable to your role**

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 manager will determine your work pattern. 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. Unless agreed otherwise in writing with the Employer, you will not be entitled to be paid (at overtime/enhanced or normal contractual rates) for any additional hours worked.

## **12. Probationary Period**

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

If you have transferred into an Executive role within the States of Jersey, you will be subject to regular review and performance feedback during your first six months in post, to include a formal review at the completion of 100 days in post, but you will not be required to undergo a further formal probationary period.

## **13. Conditions of Employment**

If you have transferred into an Executive role within the States of Jersey, your appointment to this role will not be confirmed until you have met the conditions of employment set out below. 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.

### *Training Completion and Qualifications*

This role requires you to successfully complete

No additional training or qualifications are required on appointment to this role.

### *Further employment checks*

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

## **14. Annual Leave**

The annual leave year runs from 1<sup>st</sup> January to 31<sup>st</sup> December.

As an Executive, your annual leave entitlement for a full year is 232.5 hours per annum (31 days).

The annual leave entitlement of part time employees will be prorated in accordance with their contracted hours of work.

Employees starting or leaving employment during the year are entitled to leave proportionate to the number of completed months of service for that year.

Annual leave will also accrue in proportion to the number of completed months of service during any year where an increase in entitlement is due for long service.

If you leave the service of the States of Jersey, payment for annual leave will be: -

- included in your final salary for any pro-rata annual leave entitlement accrued but not taken; or,
- deducted from your final salary for any annual leave taken that exceeds your pro-rata annual leave entitlement.

## **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 will be compensated in accordance with the agreed terms and conditions applicable to your role.

If you are employed to work in a school term time only you will be paid for Public or Bank Holidays that fall during the school term time.

## 16. **Sickness Absence and Pay**

If you are absent from work due to sickness, you must ensure that this is reported to your line manager in accordance with the Managing Attendance Policy applicable to your role.

You are entitled to sick pay for specified periods of sick absence in accordance with the 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 role 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, without the prior consent of the Employer or Chief Executive Officer / nominee (as appropriate).

## 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:

<b>Executive - Employer notice periods</b>	
<b>Continuous Service</b>	<b>Period of Notice</b>
Less than 26 weeks	1 week
26 weeks or more	6 months (Tier 1) or 3 months (Tier 2)

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:

<b>Executive - Employee notice periods</b>	
<b>Continuous Service</b>	<b>Period of Notice</b>
Less than 26 weeks	1 week
26 weeks or more	6 months (Tier 1) or 3 months (Tier 2)

### *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, during your notice period or any part thereof 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, such arrangement and the 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 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.

### *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.

### *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.

## **19. Confidentiality**

In the course of your Executive 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 for a period of 12 months 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. These records will be held, maintained and used in accordance with the Data Protection (Jersey) Law 2005, 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. 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 and Discrimination 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.

## **22. 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.

## **23. Employer's policies**

The Employer will apply 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. Of particular relevance are the policies/procedures relating to maternity, discipline, grievance, managing attendance, custody, redundancy and health & safety.

Signed: \_\_\_\_\_ Date:  [Date]   
**Chief Executive Officer**

**For and on behalf of the States Employment Board**

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**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: \_\_\_\_\_

**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](mailto:peoplehub@gov.je), from your manager, or on the intranet.**

TEMPLATE