

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 David Paul Martin, [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.

Unless expressly stated to be contractual, the policies and procedures referred to herein are subject to consultation, 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 policies and procedures, this Contract of Employment shall take precedence.

3. Job Title & Place of Work

You are initially employed as Interim 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.

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

The principal duties and full functions of your role are set out in the Job Description.

Your Job Description 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, 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.

You will also be designated as Head of Public Service.

5. Date of Commencement of Employment and Term

This Contract of Employment is effective from 1st March 2021 and shall continue until 28th 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 March 2021.

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 fixed term contract for a period of 12 months from the Date of Continuous Employment.

8. Basic salary

Your salary at the start of your employment in this post will be £250,000 per annual, pro rata.

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

There is no pension provision associated to this contract of employment

10. Hours of Work

The minimum hours of work for this post are 37.5 per week. These hours shall be distributed evenly throughout the working week of Monday to Friday. 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 you commit to work such additional hours as may be necessary to fulfil the role. 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.

11. Probationary Period

There is no probationary period for this role.

12. Conditions of Employment

Your appointment to this post will require continuing compliance with the conditions that are an on-going requirement of your employment.

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) and will be subject to a supplement of ten (10) additional days by special arrangement.

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.

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 collectively agreed terms and conditions applicable to your role.

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 in accordance with the Managing Attendance Policy.

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.

18. Termination of Employment

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

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, 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 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.

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. 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 government officer 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:

- 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 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, redundancy and health & safety.

Signed:  Date: 29 January 2021

**Mark Grimley, Group Director, 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: 29 January 2021
Paul Martin

**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, from your manager, or on the intranet.**