

CONTRACT OF EMPLOYMENT

1. Parties to the Contract

This Contract of Employment dated 01 July 2024 is between the **States Employment Board**, c/o People and Corporate Services, 19-21 Broad Street, St Helier Jersey JE4 8QT (the "SEB" and/or the "Employer") and **Andrew McLaughlin**, [REDACTED] (the "Executive" and/or "you").

2. Terms and Conditions of Employment

Your terms and conditions of employment are set out in this Contract of Employment.

Your employment is also governed by a range of terms and conditions, policies and agreements that apply to you, that are available from the People and Corporate Services.

The Employer reserves the right from time to time to make reasonable variations to your terms and conditions of employment and you will be given appropriate notice of any changes.

Unless expressly stated to be contractual, the Employer's policies and procedures referred to herein do not form part of your Contract of Employment.

In the event of any ambiguity between this Contract of Employment and any other document which may relate to your employment with the States Employment Board, this Contract of Employment shall take precedence.

3. Place of Work

Your principal place of work will be the Employer's premises at 19-21 Broad Street, St Helier, Jersey. However, you may be required to work at additional locations in Jersey as directed by the Employer from time to time.

The Employer reserves the right to require you to move to a different place of work in Jersey. If you are asked to permanently relocate, you will be given appropriate notice.

You agree to travel abroad from Jersey as may be required from the proper performance of your duties.

Your employment is subject to you residing in Jersey during the term of your employment.

4. Job Title & Job Duties

You are employed as Chief Executive Officer of the States of Jersey.

The principal duties, responsibilities and 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 reasonably updated and/or revised at the discretion of the Employer from time to time. In addition to the duties set out in the Job Description, you will also be required to undertake such

other duties as are reasonably required of you by the Employer that it deems to be appropriate for your pay grade and skill set. The Employer may require you to carry out some or all of your duties jointly with any other person or persons appointed by the Employer.

You shall, during the continuance of the employment, faithfully and diligently serve the Employer.

Whilst you are employed in your role, you will be Principal Accountable Officer for the purposes of the Public Finances (Jersey) Law 2019 unless other advised.

You will also be designated as Head of Public Service.

You shall promptly give to the SEB, in writing, all information explanations and assistance as they may require in connection with the business and affairs related to your role.

You must not, either directly or indirectly, be interested, engaged, or concerned in any other employment, service, business or business activity whatsoever (whether paid or unpaid) or receive commission or profits or benefits of any kind other than in connection with your employment by the Employer under this Contract of Employment, except with the prior written approval of the Employer. Such requests for permission should be put in writing to the Chief People Officer who will liaise with the States Employment Board.

5. Date of Commencement of Employment

Your employment under this Contract of Employment will commence on 1 July 2024.

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 is 01 July 2024.

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, full time role for the period detailed at paragraph 16 of this Contract.

8. Basic salary

Your salary at the start of this Contract of Employment in this role 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, although such review does not guarantee any increase will be awarded.

Your salary will be paid to you by equal monthly instalments (subject to personal tax and social security contributions) on or around the last working day of the month. If that day is an official Public or Bank Holiday, your salary will be paid on or around the nearest working day before the last working day. Payment will be made directly into your bank account (by the details that you notify to the Employer).

In the event of a payment or overpayment made in error by the Employer to you, you agree that the Employer shall have a right to set off the relevant net amount directly against your salary payments.

9. Benefits

In connection with your employment, you may be entitled to certain benefits, the details of which will be notified to you separately.

You shall, subject to complying with the rules of the Employer relating to the reimbursement of expenses in force and as amended from time to time, be reimbursed for all reasonable traveling, hotel, entertaining and other out-of-pocket expenses wholly and exclusively and necessarily and reasonably incurred in the performance of the duties of the employment.

10. Pension

You have decided not to join the Public Employees' Pension Scheme (PEPS). A payment of 16% of your substantive salary will be paid as a monthly allowance to allow you to pay into your private Pension Scheme.

11. 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 breaks. Your hours and your working patterns may be subject to change at the Employer's discretion from time to time, but you will be given reasonable notice of any changes.

You may be requested or required to work additional hours for the proper performance of your duties, and you agree that you will not be entitled to any further remuneration for any such additional hours worked.

12. Duration

This fixed term Contract of Employment will terminate on 31 December 2024.

13. Conditions of Employment

Your employment under this Contract of Employment is conditional on your meeting the conditions of employment set out below in this clause. Compliance with these conditions is an on-going requirement of your employment and failure to comply with any of the following may result in termination of this employment.

Security Clearance

Your employment is subject to the receipt and maintenance of a satisfactory Disclosure and Barring Service (DBS) check or other relevant security clearance checks to the extent any such checks are required by the Employer.

Right to Work

Your employment is subject to you having and continuing to have the right to work in Jersey and you will notify us immediately if you cease to be so entitled during your employment.

Further employment checks

The Employer reserves the right to carry out any further employment checks that are reasonably required and appropriate for your role (and your employment is subject to a satisfactory outcome, in the view of the Employer, of any such checks).

14. Performance Appraisal

You will be subject to performance appraisals during the length of this Contract of Employment.

15. Annual Leave and other Leaves

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

Your annual leave entitlement for a full year is 270 hours per annum (36 days), in addition to all the usual Public and Bank holidays in Jersey (such total entitlement to be pro-rated if you work part-time).

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

You must use all of your annual leave entitlement within the relevant annual leave year and you do not have the right to carry over annual leave between annual leave years.

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

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.

16. Sickness Absence and Pay

If you are absent from work due to sickness, you must ensure that this is reported to the Chief Minister and Chief People Officer 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. Termination of Employment

Both parties agree that this fixed term contract will terminate on a mutual basis on 31 December 2024 and the Employee waives any claim for unfair dismissal and/or entitlement for redundancy payment (under the States of Jersey Redundancy Policy) in the event of the Employee leaving on or after the termination date.

Minimum Periods of Notice

Either party may terminate this Contract of Employment by giving notice in writing to the other party in accordance with the minimum period set out below.

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	4 weeks
26 weeks or more	6 months (Tier 1)

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	4 weeks
26 weeks or more	6 months (Tier 1)

Calculation of Pay in Lieu of Notice

The Employer reserves the right in its sole and absolute discretion to terminate your employment with immediate effect at any time by making a payment to you in lieu of notice, subject to personal income tax and social security contributions.

Any payments made in lieu of notice will be calculated based on your basic salary only at the time the notice is given by either party, as well as Employer's Pension contributions that would have otherwise been paid to the Pension Scheme during the notice period, subject to personal income tax and social security contributions.

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.

Waiver

Either party may in writing waive their right to notice from the other party.

Gardening Leave

The Employer may, at its absolute discretion, during all or any part of your notice period 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 Contract of Employment shall subsist and the Employer may call you back to work at any time. You must ensure you are contactable during any period of gardening leave during your contractual working hours and are not on annual leave, unless pre-agreed.

Suspension

The Employer reserves the right to suspend you from any or all of your duties on full pay during your employment. The Employer shall have the right to impose such conditions on you during any period of suspension as the Employer deems appropriate in the circumstances. During any period of suspension, you shall remain an employee of the Employer and bound by the terms of this Contract of Employment, subject to any arrangements specific to the suspension which are notified to you from time to time.

Summary termination

The Employer may terminate your employment without notice or payment in lieu of notice if you:

- a) commit any act of gross misconduct, or any other serious breach of duty; or
- b) are convicted of any criminal offence; or
- c) commit any act of dishonesty relating to your employment or in relation to any other part of the States of Jersey; or
- d) become bankrupt or make any arrangement or composition with your creditors; or
- e) are in breach of any anti-corruption or anti-bribery requirement of the Employer in force from time to time; or
- f) act in any manner which in the opinion of the Employer brings or is likely to bring you or the Employer or the States of Jersey into disrepute, or is materially adverse to the Employer's interests; or
- g) commit any act of gross incompetence or negligence in the performance of your duties in the reasonable opinion of the Employer; or
- h) commit any serious or persistent breach of any of the provisions of this Contract of Employment or any of the Employer's policies in force from time to time; or
- i) cease to be eligible to work in Jersey.

For the avoidance of doubt this is not an exhaustive list of circumstances that may lead to summary dismissal.

Post-termination restrictions

Upon leaving the employment of the Employer, you shall not without the written consent of the Employer (within a period of 12 months) take up employment with, provide services to and/or be involved in any other capacity (whether as agent, consultant, director, worker, owner, partner or shareholder) with any person, business concern and/or organisation, if during your last two years of employment with the Employer you had been directly involved in transactions, contracts and/or other business activities with that person, business concern and/or organisation, for which the offer of employment or the provision of services could reasonably be interpreted as a reward (by virtue of your past employment with the Employer), or which is likely to benefit from commercially sensitive and/or confidential information which is known to you by virtue of your past employment with the Employer.

Further, without the written consent of the Employer, you will not entice, encourage or endeavour to entice or encourage any senior employee or consultant in a managerial, executive, financial or technical capacity of the Employer, with whom you worked directly or indirectly or with whom you had contact with or whose work you were aware within the period of twelve months preceding the termination of your contract of employment, to leave their employment or engagement with the Employer for a period of twelve months following termination.

Effect of Termination

On the termination of your employment with the Employer, any membership, directorship or position within any board, committee, company, trust or other body related to your employment shall cease with immediate effect. You undertake to complete any appropriate documentation and/or any other steps which may be required to effect this and to ensure a full and efficient transition on or before the termination of your employment.

Return of Property

You shall promptly, whenever requested by the Employer and in any event immediately upon the termination of your employment, deliver up to the Employer all of the Employer's property, including: 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.

18. Confidentiality

In the course of your role, you will have access to and be entrusted with confidential information of the States of Jersey and of the Employer, including but not limited to confidential information relating to organisation or business contracts, financial affairs, service or commercial contracts and information relating to confidential policies of the States of Jersey and/or Employer ("**Confidential Information**").

You shall not, either during your employment or after its termination, use or disclose (other than for the proper performance of your duties) any Confidential Information and you shall use your best endeavours to prevent any such use or disclosure. Any breaches of confidentiality or privacy may result in disciplinary action up to and including dismissal and/or legal action.

You will be subject to the Official Secrets (Jersey) Law 1952 (as amended from time to time).

19. Data Protection

The Employer will process information about you, including your personal data, during your employment and will retain these records after your employment has terminated. 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 should inform the Employer promptly of any changes to your personal information that you have provided to the Employer so that the Employer can ensure that its records are accurate.

You are responsible for using all of the Employer's relevant information systems for authorised purposes only and strictly in accordance with any governing policies and standards of the Employer in force from time to time. You must keep all passwords relating to systems or equipment of the Employer confidential to yourself. The States of Jersey owns all systems and data contained in all of the Employer's systems and reserves the right to monitor use for security purposes and/or other purposes in compliance with applicable laws.

20. Official Conduct

The public is entitled to expect, and the Employer expects of any Government Officer conduct of the highest standard, which will apply to you during your employment. In your role you are a public facing representative of the Employer and the States of Jersey.

During non-working hours you should act in a manner befitting a senior employee of the Employer and in particular, you should not: (i) subordinate your duty to your private interests; (ii) put yourself in a position where your duty and your private interests conflict; or (iii) do any act or make any omission that could negatively impact public confidence in the Employer.

If you become aware that a contract in which you or your family have an 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 Chief People Officer (or designate) of the fact that you are interested therein.

21. Public Statement & Use of Social Media

You shall when issuing any statement or making any other public announcement or communicating with the media in the course of your duties (whether orally or in writing, including on social media) maintain a non-partisan position of political neutrality and comply with your Contract of Employment and any other relevant policy of the Employer in force from time to time.

In your role for the Employer, any view you express on social media will likely be interpreted by the public as a view of the Employer (even where you have tried to make clear that you are speaking on your own behalf). You agree to avoid making any social media communications that could damage the Employer's and/or the States of Jersey's interests or reputation or negatively impact the public confidence in the Employer and/or the States of Jersey.

Any breach of this clause could lead to you being subject to disciplinary action.

22. Health and Safety

You must adhere to corporate and departmental health and safety policies/procedures in force from time to time that may be notified to you separately. You also will undertake any additional training required to maintain competence and health and safety standards in the workplace as required by the Employer from time to time.

23. Employer's Policies

You are required to and agree to follow the policies and procedures of the Employer, as notified to you from time to time, and to familiarise yourself with them.

24. 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.

Signed: _____

Date: 16/5/2024

Lesley Darwin
Chief People Officer
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: 16/5/24

Andrew McLaughlin

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.