

CONTRACT OF EMPLOYMENT

1. PARTIES

This is the contract of employment between **Sheffield Organic Food Initiative** (the employer) and **Zoy Greaves** (employee)

This contract :

- (a) sets out particulars of the terms and conditions on which the employer will employ the employee
- (b) gives information on the disciplinary and grievance procedures; and
- (c) includes all particulars required by the employment rights act 1996.

The employer is a charitable educational trust (registration number: **1076110**) managed by trustees.

The employer's address is **41 b Burns Road, Sheffield S6 3GL (registered office)**

2. JOB TITLE

The employee is employed as a **Organic Health Guide**.

3. JOB HOLDER RESPONSIBLE TO: Project Manager - Richard Clare
Report to and liaise **(1.)Community Alliance (2.) And charity trustees**

4. JOB-HOLDER RESPONSIBLE FOR:

- 1. **Guidance and management of Green Gym on Sheffield Womens' Community Organic Allotment, Walkley.**
- 2. **Support work at other SOFI sites: Heeley Health project / Unstone Grange / Crookes and Rivelin**

5. JOB DATA

Rate of remuneration: basic annual salary is **£ 4860 P.A. (+ extra to be confirmed)**

Working hours per week: **16** to be worked flexibly by agreement between the employer and the employee.

Pay per month: **£ 405 (minimum starting)**

The employee will be paid by cheque on the last working day of each month

6. JOB DESCRIPTION

Please see attached.

7. CONTINUOUS EMPLOYMENT

Post commences: **15th April 2002**

Post terminates: **15th October 2002**

Length of contract: **6 months (to be reviewed)**

No previous employment counts as continuous employment.

8. FIXED TERM CONTRACT

This is a fixed term contract. The employer does not undertake to provide employment beyond the period stated above unless previously terminated, the employee's employment will end on the date stated above. In accordance with section 197 of the Employment Rights Act 1996, the employee agrees to waive his/her rights to make a claim for unfair dismissal or redundancy on expiry of this contract without its being renewed. The contract may be extended beyond the period stated above by mutual agreement subject to a satisfactory performance review at the end of the initial contract period.

9. PLACE OF WORK

The main place of work will Sheffield Womens'Community Organic Allotment, Morley Street, Walkley, Sheffield

From time to time, the employee will be required to work at other sites.

10. TRADE UNION

The employer does not at present recognise any union as having negotiating rights. However, all employees are entitled to join the trade union of their choice, and to take time off for union activities, in line with statute.

11. GRIEVANCE PROCEDURE

11.1 If the employee has a grievance, and it concerns another member of staff, the employee should talk to them first to try to sort out any problem informally.

11.2 If this is not appropriate, the employee should raise it with one of the trustees

11.3 The trustee will investigate the complaint, and discuss with the employee what action, if any, to take. Wherever possible an answer will be given within 5 working days of the matter being raised.

11.4 If the employee agrees with the proposals made, this will be the end of the matter.

11.5 If the employee does not agree, or if the trustee is unable to deal with the matter, then it will be referred to a trustees meeting for action. Wherever possible, any referral will take place within 5 working days of the original complaint, or the proposals in paragraph 1.4 being made.

11.6 The decision of the Co-ordinator will be final.

12. DISCIPLINARY PROCEDURE

12.1 A copy of the disciplinary procedure is set out below.

12.2 At all stages, the employee will be told what the complaints against them are and the range of possible sanctions that may be taken against them. At any hearings or disciplinary meeting, they have the right to be accompanied by a trade union representative or a member of staff of their choice, and both will have the right to ask questions and present evidence.

12.3 The first step in the disciplinary process will be for the employee's line manager to meet the employee to discuss the conduct or performance complained of. The outcome of this meeting may be any of the following:

i. No further action will be taken.

ii. An oral warning. This will be put on the employee's work records.

iii. A written warning. A note of this will be put with the employee employer records, where it will remain for [6, 12] months. The line manager will explain what will happen if there are future problems, or the employee's performance does not improve. If the problem is performance related, the employee's manager will explain what the employee is required to do in order to improve.

iv. A final written warning.

v. Referral of the matter to the Co-ordinator to consider termination.

12.4 If a referral to consider termination of employment is made the employee will be informed in writing of the date of the hearing, the allegations against them, and the possible disciplinary sanctions that may be taken within seven (7) days of the referral being made. The date of the hearing will, as far as is reasonably possible, be not more than fourteen (14) days from the notice being given.

12.5 If gross misconduct is suspected, the employee may be suspended on full pay whilst the matter is investigated by a panel of the Board of Trustees.

Any such investigation will take place wherever possible within fourteen (14) working days of the employee's suspension. The employee will have the right to attend a meeting with the panel, and will have the right to representation as set out above.

The employee will be informed of the date of the hearing, the allegations against them and the possible sanctions that may be taken.

Following the investigation the panel may decide one of the following:

i. To terminate the contract ii. To impose any other disciplinary sanction iii. To take no further action.

12.6 In all cases, the employee has the right of appeal to a panel of members of the Board of Trustees. Except in cases where it is not possible, the person who hears the appeal will not be the person who took the original decision.

12.7 The employee must give notice in writing of their intention to appeal, stating the grounds for the appeal, within seven (7) working days of the decision being taken.

12.8 An appeal will be heard within fourteen (14) days of the employee's notice being given, wherever possible. The appeal may confirm, alter or reject the original decision.

The employee has the right to be accompanied to this hearing as above.

The following are examples of the type of behaviour which could be gross misconduct. This is not an exhaustive list.

- racist or sexist behaviour
- racial or sexual harassment
- drunkenness
- violence
- dishonesty
- persistent failure to comply with reasonable requests or instructions of management
- bringing the organisation into disrepute

13. PENSIONS

The organisation does not have a pension scheme.

14. SICK PAY

An employee who is absent from work due to sickness will be entitled to receive sick pay under the statutory scheme as set out below, provided that they do all of the following:

i. Notify their line manager within an hour of the employee's usual starting time, on the first day of sickness, that they will be absent.

ii. Report as soon as possible to their line manager when they return to work.

iii. Fill in the sickness forms provided.

iv. Provide a sickness certificate from their doctor after seven (7) days absence from work. No payment will be made for the first three (3) days of any absence.

Thereafter, during any period of sickness, the employee will be entitled to receive sick pay at the current SSP in line with the statutory scheme. Periods of absence due to sickness that are separated by less than eight (8) weeks will count as one period of incapacity.

During the first six (6) months of employment the employee will be entitled to two (2) weeks sick leave at full pay. After six (6) months the employee's entitlement will be as follows:

- four (4) weeks at full pay
- four (4) weeks at half pay in any 12 month period

15. HOLIDAYS-NOTIFICATION

All requests for annual leave must be authorised by the employee's line manager at least seven (7) days in advance and fourteen (14) days in advance where two (2) weeks or more are to be taken at any time.

Any employee wishing to take more than three (3) weeks leave at any one time, must have the permission of the trustees, at least four (4) weeks in advance.

16. HOLIDAYS-LEAVE ENTITLEMENT

All staff will be entitled to take four (4) weeks paid leave annually. The leave year will run from January to December.

During the first six months of employment, leave may only be taken as it accrues. In addition, all staff are entitled to all statutory holidays (pro rata).

On termination of employment, staff will be paid for any accrued leave outstanding.

17. MATERNITY LEAVE

17.1 An employee who becomes pregnant during their employment is entitled to take up to fourteen (14) weeks maternity leave at any time from the 11th week before the expected week of childbirth. The employee will decide when to start their maternity leave. If the employee is ill during the last six weeks of pregnancy, with a pregnancy related illness, the employee's maternity leave will start automatically, from the first day of absence due to sickness.

17.2 If the employee wants to take maternity leave, they must give the employer the following information at least twenty-one (21) days before the date on which they wish to start maternity leave and maternity pay (see below):

- i. That they are pregnant.
- ii. The expected date of childbirth.
- iii. The date on which they want to start maternity leave.
- iv. If the employee wants to take an Extended Maternity Absence (see below) she must also give notice of this intention and state whether she intends to return work, at the same time.

The employee must also give the employer the form MAT B1 which will be given to them by their midwife or doctor on request.

17.3 All pregnant employees are entitled to reasonable paid time off for ante natal care, including doctors' appointments.

17.4 An employee taking maternity leave has the right to return to work to the same job that they left in line with current legal provisions.

If the employee intends to return to work AT THE END of the STATUTORY MATERNITY LEAVE PERIOD, they do not have to give notice of this fact. However, it is helpful to the organisation if notice is given in all cases at least seven (7) days in advance of the return to work.

If the employee wants to come back to work before the end of the fourteen (14) week period, they must give the employer seven (7) days notice in writing of this.

18. EXTENDED MATERNITY ABSENCE

If the employee has worked continuously for two (2) years by the beginning of the 11th week before the expected date of confinement, they are entitled to take an EXTENDED MATERNITY ABSENCE [EMA]. This means eleven (11) weeks leave may be taken before the expected date of childbirth and up to twenty-nine (29) weeks after the baby is born, in line with the statutory provision.

The employee has the right to return to work after taking EMA. As the employer has fewer than five employees, it will endeavour to ensure that the employee returns to the same job or a suitable alternative, but this cannot be guaranteed.

If the employee wishes to return to work after an EMA, they must give us at least twenty one (21) days notice in writing of this.

In addition, the employer MAY write to the employee at any time from twenty-one (21) days before the end of the statutory maternity leave period (i.e. about eleven (11) weeks into the maternity leave) to ask the employee if they intend to return to work after taking the EMA. The employee must reply to this letter within fourteen (14) days. The letter the employer sends to the employee will explain this in more detail. There is no penalty if an employee does not in fact return to work.

19. MATERNITY PAY

Employees will be entitled to Statutory Maternity Pay (SMP) for up to eighteen (18) weeks if they satisfy all of the following conditions:

- i. They have worked for the employer continually for at least twenty-six (26) weeks, by the 15th week before the expected week of childbirth, (the qualifying week).
- ii. The average weekly earnings during the eight (8) weeks or two months, up to and including the qualifying week have been at least equivalent to the lower earnings limit.
- iii. They have given the employer notice of their intention to take maternity leave as set out in the paragraphs above (see paragraph).

If the employee qualifies for SMP they will receive 90% of their average weekly earnings for the first six (6) weeks of leave. The remaining weeks are paid at the flat rate of SMP.

20. PARENTAL LEAVE

An employee is entitled to take up to three (3) months unpaid leave if their partner gives birth or if the employee adopts a child of up to eight (8) years old.

Further details of this scheme are available on request.

21. OTHER LEAVE

Other paid or unpaid leave may be granted at the discretion of the [Director/Management Committee] for personal or compassionate reasons.

22. VARIATION OF CONTRACT

This contract may be altered at any time subsequent to the date of signing.

23. TERMINATING THIS CONTRACT

Except in the case of gross misconduct under clause 12:

(a) during the probationary period, the employee is entitled to give and to receive 1 week's notice in writing to terminate this contract,;

(b) following the 3 month probationary period, the employee is entitled to give and to receive four weeks' notice in writing to terminate this contract.

24. PART TIME STAFF

Part time staff are entitled to the benefit of all the terms of this contract, pro rata.

25. EQUAL OPPORTUNITIES

In recruitment of staff, the terms and conditions of employment that the employer offers and provision for promotion or training.

No employee or potential employee shall receive less favourable treatment or consideration on the grounds of race, colour, religion, nationality, ethnic origins, age, sexual orientation, disability or marital status or will be disadvantaged by any condition of employment that cannot be justified as necessary on operational grounds.

26. HEALTH AND SAFETY

The organisation has fewer than five (5) employees and does therefore not have a written policy.

However, if the employee has a concern about health and safety, the employee should raise it with the Chair of the Management Committee.

27. PROBATIONARY PERIOD

Confirmation of employment is subject to completion of a satisfactory probationary period.

Performance will be continually monitored, with a review at three (3) months. If the employer is satisfied with performance at the end of the three (3) month period, employment will be confirmed in writing. If the employer is not satisfied, the probationary period may be extended for a further three (3) month period, or periods, or the employment may be terminated.

I have read and accepted the above as constituting my terms and conditions of employment.

SIGNED BY THE EMPLOYEE:

(PRINT)

DATE:

SIGNED BY THE EMPLOYER:

(PRINT)

DATE:

ZOY GREAVES: ORGANIC HEALTH GUIDE

JOB DESCRIPTION

- 1. SUPPORT AND DEVELOP A FOOD GROWING PROJECT ON TWO ALLOTMENTS IN WALKLEY.**
- 2. MONITOR ATTENDANCE AND COMPLETE ADMINISTRATION OF VOLUNTEER EXPENSES.**
- 3. DEVELOP A LEARNING PROGRAMME WITH THE WORKERS' EDUCATIONAL ASSOCIATION**
- 4. CO-ORDINATE WITH AND PROVIDE SUPPORT TO OTHER PROJECTS ORGANISED BY SHEFFIELD ORGANIC FOOD INITIATIVE.**

JOB RESPONSIBILITIES:

- 1. MANAGE ORGANIC GARDENING SITES AND SUPERVISE VOLUNTEERS ATTENDING WEEKLY WORKSHOPS.**
- 2. CO-ORDINATE WITH SHEFFIELD ORGANIC FOOD INITIATIVE.**
- 3. LOCAL TRAVEL UP TO TEN MILES RADIUS OF SHEFFIELD . PHYSICALLY DEMANDING OUTDOOR WORK.**
- 4. THE EMPLOYEE'S PERFORMANCE WILL BE MONITORED BY S.O.F.I. AND FUNDERS.**