

RECRUITMENT, SELECTION AND EMPLOYMENT POLICY

Reviewed May/June 2023

Next Review May/June 2026

Cheshire Dance strive to ensure everyone has access to dance and can benefit from its transformative power.

Cheshire Dance is committed to operating a fair, open and transparent recruitment, selection and employment process. We aim to provide a fair, supportive and discriminatory-free environment. We value all staff and freelancers for who they are and the contribution they make.

NOTES for REVIEW

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1. Cheshire Dance Mission

Through the ongoing development of innovative, person centred dance practices and collaborations with participants, audiences, artists and other organisations, we champion dance and the voices of those who engage with it and we do this with a commitment to excellence and diversity.

2. Cheshire Dance Values & Decision-Making Criteria

Values

Awareness

Of self and others, both physical and emotional as well as the space, environment and context

Flexibility

Adapting to others needs and aspirations, the environment and changing circumstances

Authenticity

True to our own unique way of moving, encouraging people to be themselves

Diversity

Celebrating difference as a source of creativity

Enquiry

Forever curious, exploring boundaries, open to new ideas and challenges

Ownership

Developing belonging and personal/group progression

Decision-Making Criteria

These help guide decision-making objectively, they are the weights that we hurl around the room as we are in the process of making decisions. They often require us to balance some potential outcomes with others although we're always seeking the win:win. We encourage sensitivity to the situation (the people, the big picture and the small picture)

Artistic Outcomes

Artform Challenge / Interesting / Original / Creative Values / CPD Opportunity

Social Outcomes

Protected Characteristics Groups / Potential to make a difference / Ability to evidence

Partners Buy-in / Team Ownership / In-Kind support that could be secured

Profile / Significance – Dance Nationally, Regionally or Local

Capacity / Time / Money / Properly with Ambition / Clarity / Evaluation in place

Core Income vs Project Income vs Time it Takes

3. Policy Statement and Commitment

Cheshire Dance celebrates and values the knowledge and skills brought to the organisation by all stakeholders: Board, staff, artists, freelancers, participants, audiences, partner organisations/funders and customers, suppliers and volunteers.

We create many actions through the artistic programme, administration, policy and leadership that aim to generate trust with and across our stakeholder base. We will achieve this through an outward facing vision, programme and offer and a decision-making culture that is 'participative', or 'co-created' as its often called.

Cheshire Dance is committed to;

- Operating a fair, open and transparent recruitment, selection and employment process.
- Providing a fair, supportive and discriminatory-free environment for Board, staff and freelancers where flexible working arrangements are not only possible but encouraged.
- Creating an environment where all stakeholders are treated with respect and dignity and valued for who they are and the contribution they make and the influence they have within the organisation as it seeks to fulfil its mission.
- Seeking agreement that all staff/Board members are responsible for the successful delivery of their own role description and time management.
- Seeking agreement that all staff/Board members fully understand and contribute to the key decisions the organisation faces and its future direction.

The successful implementation of this Recruitment, Selection and Employment Policy is dependent upon the integration into other policies and procedures and ensuring good practice is threaded right throughout the management of the organisation and its artistic programme.

4. Aims and Objectives

This Policy aims to ensure that recruitment, promotion, training, development, assessment, benefits, pay, terms and conditions of employment, redundancy and dismissals are determined on the basis of capability, qualifications, experience, skills, behaviours and job role performance.

5. Who the policy applies to

This policy relates to all staff, board members and freelancers engaged by Cheshire Dance in their work.

6. Responsibilities

All staff and board members of Cheshire Dance are fully committed to the implementation of this policy. They will;

- Demonstrate a commitment to the policy
- Ensure all recruitment, selection and employment processes identified in this policy are implemented.

Board

The Board are responsible for monitoring the terms of this policy, including the review

timetable as detailed in the Schedule of Matters

Director

The Director will co-ordinate implementation of the policy. This will include:

- Ensuring appropriate structures and procedures are in place to implement the policy.
- Taking appropriate measures to ensure procedures set out in this policy are followed for every recruitment, selection and employment opportunity.
- Ensuring line managers and others know and understand their responsibilities
- Ensuring that appropriate information is available in the organisation so that new staff can be briefed in the policy and trained in its implementation.

Senior Managers

Senior managers will;

- Ensure the terms of this policy are adhered to and that all staff, particularly those with managerial and supervisory responsibility, are aware of and trained in the requirements of this policy and in the promotion of diversity.
- Ensure that the terms of this policy are effectively integrated with the Equality and Diversity Policy and that their decisions in recruitment, promotion, transfer and training do not discriminate unlawfully against members of staff, job applicants or any other stakeholder.
- Promote the policy, making all members of staff, job applicants, and other stakeholders aware of the policy.
- Monitor the policy and make appropriate changes as a result.
- Continuously review procedures and, where necessary, make changes as a result.
- Collection and analysis of monitoring information.

Staff

- It is important for staff to follow the processes as articulated in this policy

7. Legislative Framework and National Context

This policy has been developed within the framework of existing recruitment and employment legislation for England and Wales. The commitment to continual evaluation will ensure that all new or anticipated legislation will be reviewed and incorporated within the policy as appropriate. The policy will be formally reviewed every three years unless legislation or other proposed changes have amended it in the meantime.

8. Monitoring and Review

Cheshire Dance is a good practice organisation due to the very nature of its purpose. As a dance company that specialises in participation and continuing professional development Cheshire Dance's core business is deeply concerned with recognising and celebrating diversity as well as ensuring good practice in delivery. In so doing, Cheshire Dance has always recognised the need to take positive action where necessary.

Cheshire Dance monitors the delivery of its activities through various means:

- Specific qualitative evaluation
- Performance indicator information
- Team and partner review meetings
- Board meetings
- Awaydays
- CPD programming and delivery
- Internal and external reporting
- Policy Review

9. Recruitment, Selection and Employment Procedures

Applies to Permanent staff, Freelancers and Board Members

Advertising of Posts

All contracts in excess of £7,500 will be externally advertised with the exception of collaborators for specialist projects or programmes of work where the subjectivity of the decision (and risk of preserving systemic bias in the sector) is balanced by;

- A process of consultation undertaken with those effected by the decision (e.g. freelance artists are asked who they would like to see facilitate a CPD activity)
- The best interest of Cheshire Dance in relation to its agreed/documented Decision-Making criteria (see section 2.2)

Freelance artists recruitment and onboarding is supported by a separate documented procedure – see Appendix 2 “Freelancer Recruitment and Onboarding Process’.

All roles will be advertised through all available networks appropriate to the post and where budget allows. This should be supplemented wherever possible by distribution in special interest publications e.g. culturally diverse / disability / dance / arts press. Beyond this, job advertisements may be circulated to organisations and individuals who may be interested.

Specific dates are included in the advert

Deadline (day and time)

Interview Date(s)

Applications

All enquirers will be sent the same information to include;

- Opportunity for an informal conversation
- Application Form
- Equal Opportunities Monitoring Form
- Cheshire Dance background information
- Job Description and Person Specification, which will clearly show the essential and desirable criteria for the post.
- Other materials relevant to the post (particularly from Partner Organisations)

Enquiries will be dealt with in strict confidence.

All applications will be filed, unread, with Equal Opportunities Monitoring Forms filed separately, until the closing date.

Shortlisting and Interview Panel

Shortlisting and Interview Panels will be made up of appropriate members of the Board, staff and partner organisations. As a guide, these might include:

	<u>Decision-Makers</u>	<u>Observers</u>
Director	Chair, Board	ACE rep, Creative Director
Creative Director	Chair, Board, Director	Staff
Dance Dev Artist	Director, Creative Director	LA Rep
Board/Chair	(Outgoing) Chair, Board	Director

Following their discussion and agreement, funding bodies can elect to be represented with observer status. For all other posts the Shortlisting and Interview Panel will be made up of a member of Senior Management and appropriate staff.

Short-Listing / Interview / Selection

Shortlisting is done anonymously where all candidates' names and contact details are removed. Shortlisting will be done by the interview panel as soon after the closing date for applications as possible. The number of applicants to be short listed may be agreed before reading the applications. Applicants will be short-listed if their application shows evidence that they meet all essential criteria in the job description. In order to reduce or increase the number of applicants the panel may then consider the application in relation to the job description's desirable criteria.

Candidates on the short list will be notified by email with interview dates, location, procedures, a copy of the interview questions and information on panel member names (biogs available on the website). Timeslots will be agreed with each interview candidate.

Interviews for dance practitioners will be in two parts, with a practical exercise/teaching demonstration followed by the formal interview. Both the practical exercise and the formal interview will be conducted by the Shortlisting and Interview Panel.

In some recruitment circumstances, beyond this, candidates may also have the opportunity of meeting other members of staff/Board/funders for the benefit of the candidates and so that the panel can observe candidates in their interactions with the stakeholders.

Assessment of candidates' practical tasks (teaching/presentations) will relate directly to the job description and the skills relevant to the post.

During the formal interview, the same set of questions will be asked of each candidate. These will be agreed by the panel prior to the commencement of the interviews and will relate directly to the essential and desirable criteria as per the Job Description. Candidates' responses will be recorded by each member of the panel.

After all formal interviews are completed the panel will make its selection based on the candidate's suitability for the post as described in the job description. If, after discussion, no consensus is reached, the decision may be taken to the vote. The panel may choose to nominate second and third choices in case the successful candidate does not accept the post offered.

The successful candidate will be offered the post as soon as possible after the interview. Other candidates will be notified of the decision once the post has been accepted.

All candidates interviewed, will be notified of the opportunity of a debriefing. One member of the panel will be chosen to conduct this. The debriefing will focus upon the assessments made during the decision-making process.

The successful candidate will be issued with a contract with detail of terms and conditions to be agreed by the Board prior to advertisement.

Induction, Training and Retaining Staff

For formal roles (staff, freelancers, Board), everyone has the opportunity and the right to seek professional and personal development within the organisation.

Induction is available for all roles and supported by the Line Manager. A new Chair's induction would be supported by the Director and Outgoing Chair. The Director's induction would be conducted by the Chair and Creative Director.

Induction will include knowledge-sharing about the organisation, meeting stakeholders connected to the role as well as specifics about the role description. It will also include specifics about accessing the organisation, the office, its systems and online profiles and can include more formal Access to Work assessments. Cheshire Dance will ensure everyone has access to the right equipment and resources to fulfil their roles effectively

Cheshire Dance is a specialist training provider. It encourages staff to access its training programmes as much as possible. It also has a limited training budget held centrally, which is available to all staff to access training outside the organisation. Where possible, funds can also be raised to meet specific training needs and to access conferences and seminars around the country and indeed, outside the UK. Continuing Professional Development is strongly supported by Line Managers and the whole organisation.

Promotion

Cheshire Dance values its own staff and therefore ensures that all members of staff have opportunity for career progression within the organisation.

When a position becomes available the board will be given the opportunity to initially advertise that opportunity internally or to approach a specific member of staff with the opportunity. Should more than one individual show interest in that position then an application process will be initiated as identified previously. In the case of an approach to an individual, that member of staff will be invited to discuss the opportunity with the recruitment panel, where the job description, terms and conditions will be discussed.

Promotion opportunities will be only be offered to permanent members of staff.

Appraisal / assessment

Both Cheshire Dance as the Employer and each staff member is entitled to regular line management meetings and appraisals, to be set at an interval agreed with both the post holder and line manager.

For appraisals, postholders may request an 'appraisal' based on the Liz Lermann model whereby the post-holder leads on the process of gaining feedback through devising a set of questions which are answered honestly and openly by their line manager (and possibly other stakeholders). This is followed by questions for the post holder from the line manager to illicit further reflection and development. Where possible this model/approach will be supported, unless a more directive approach is deemed necessary.

Pay & Benefits

Pay and Benefits are set by the board and are updated through employee terms and conditions of employment or freelancers contracts.

All permanent staff will be eligible for Cost-of Living increases on an annual basis subject always to Board decision. It is the intention of the Board to ensure all staff members are paid at competitive levels based on benchmarking data with industry comparators.

Terms and conditions of employment

Each employee/freelance contractor will receive a contract with terms and conditions attached. The contract will be signed by both parties and each are advised to keep a record. Proposed changes to terms and conditions of employment will be discussed and agreed prior to any changes being implemented. Employees will be given the statutory notice period for any changes to terms and conditions.

APPENDIX 1

Bullying and Harassment - Policy Statement (Copy)

Cheshire Dance Commitment

Cheshire Dance is fully committed to the development of positive policies and procedures to eliminate discrimination and actively promote equality of opportunity for all our staff, freelancers and Board Members.

Any allegation of harassment, discrimination or bullying will be treated very seriously and, if proven, may result in disciplinary action being taken against the perpetrator.

Any individual who is proven to have made a vexatious or malicious claim of harassment, discrimination or bullying will be dealt with in accordance with the Cheshire Dance Disciplinary & Dismissal Procedure. This could lead to dismissal.

Bullying and harassment is behaviour that makes someone feel intimidated or offended. Harassment is unlawful under the Equality Act 2010.

Examples of bullying or harassing behaviour include:

- spreading malicious rumours, unfair treatment, picking on or regularly undermining someone, denying someone's training or promotion opportunities

Bullying and harassment can happen:

- face-to-face, by letter, by email, by phone, by social media

The law

Bullying itself is not against the law, but harassment is. This is when the unwanted behaviour is related to one of the following:

- age, sex, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sexual orientation

What employees should do if they're bullied or harassed.

Staff and Freelancers should see if they can sort out the problem informally first, if you feel comfortable to do so. If you cannot, or do not feel comfortable to, you should talk to your:

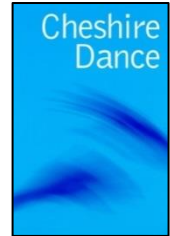
- Line Manager
- Cheshire Dance Director
- Trade Union Representative
- or the Cheshire Dance Chair or Member of the Board

If this does not work, you can make a formal complaint using the Cheshire Dance grievance procedure which can be found in your Employment Contract

If this does not work and you are still being harassed, you can take legal action at an [employment tribunal](#).

Advice and support

ACAS (Advisory, Conciliation and Arbitration Service) are able to offer advice and support via their helpline 0300 123 1100



APPENDIX 2

Freelancer Recruitment and Onboarding Process (Copy)

- 1) Prospective Freelancer expresses an interest in joining Cheshire Dance Freelance team-enquiry should be directed to Dance Development Artist.
- 2) Freelancer **sends in CV**
- 3) Send out **Freelancer form**: <https://goo.gl/forms/yuidVu1adVCVUHBf1> Freelancer should complete this information questionnaire which includes training and the type of work they are looking for. They should let you know when they've completed it. Completed forms automatically go in to this spreadsheet:
https://drive.google.com/open?id=1bXQMnGYmZV5Gb5xfx_CIIINF5f6Zt7AkTRPACp_rhwg
(this link MUST be kept confidential.)
- 4) Member of Artistic Team **review the CV and questionnaire** for the freelancer – if appropriate continue process below.

*However, new graduates/emerging artists, depending on experience (ie. Have they done any teaching before or have they shadowed as part of their degree) may benefit from some shadowing before embarking on a freelance contract. See **Shadowing Process** for more information.*

- 5) **Observing the freelancer deliver.** A member of the Cheshire Dance Artistic team should observe the freelancer deliver in a suitable setting. There are two potential options below. There must be time to sit down and have a chat with the team member before/after (an informal meeting so we can get to know each other a bit and explain the Cheshire Dance core mission and Creative Values)
 - a. New freelancer shadows/participates in one of our existing sessions
 - b. CD to observe one of their classes they currently teach
- 6) Send out:
 - a. Freelancer Pack
 - b. Safeguarding Policy
 - c. Equity and Diversity Policy
 - d. Health and Safety Policy
 - e. Lone Working Policy
 - f. Data Management Policy
 - g. Bullying & Harassment Policy

Freelancer must sign and return Safeguarding policy and confirm they have read and understood all other documents.

- 7) Freelancer sends in following documents (CD to keep on their file – create a new one for them here: [..\Freelancers](#))
 - a. DBS (number already on form – ask to see certificate hard copy or photo then delete)

- b. Safeguarding
 - i. Signed policy
 - ii. Training certificate
- c. First Aid (if they have it)
- d. Insurance (if they have it)
- e. Most up to date dance qualification

- 8) Freelancers also needs to prove their eligibility to work in the UK by showing:
- a. Passport/visa/residency card
 - b. NI number

Once both parties are happy with the way each other work (this is as much about them finding out about CD as it is about us double checking they would fit with the work we are doing) and all documents in 7 & 8 have been received the freelancer can then be **added to the database** [..\Freelancers\Freelancers list.xlsx](#) and offered work when it comes up. (Using the information from the Google drive spreadsheet in step 3.)

APPENDIX 3 (Copy)

CHESHIRE DANCE WORKSHOP LIMITED CONTRACT OF EMPLOYMENT

AN AGREEMENT made (Date): **xx/xx/xx**
BETWEEN Cheshire Dance Workshop Ltd (hereinafter called the 'Employer')
and **(name of employee)** (hereinafter called the 'Employee')

1 EMPLOYMENT PARTICULARS

That the employee would undertake:

- 1.1 JOB TITLE: **xxxxxxxxxx**
- 1.2 DATE OF COMMENCEMENT OF EMPLOYMENT: **xx/xx/xx**
Date of commencement of the original employment:
- 1.3 RENUMERATION: **£xxxxxx**, reviewed annually.
To be paid monthly on the 15th of each month (2 weeks in arrears, 2 weeks in advance). Your salary will be reviewed annually with any increase payable on 1st April.
You will be enrolled in the organisations' workplace pension scheme.
- 1.4 HOURS OF WORK: **xx**. Some evening and weekend work may be required for which you are entitled to take time off in lieu (see section 4 below)
- 1.5 PLACE OF WORK: **Winsford Library** or where Cheshire Dance main office is located. The Employer may move the normal place of work and you may also be required to work at other locations both in Cheshire and the North West from time to time.
- 1.6 DUTIES OF THE POST: As set out in your Job Description. These are the normal duties that the organisation requires from you at the date of your appointment. However, it may be necessary for changes to be made to this Job Description in accordance with the needs of the job and the organisation. Existing duties may be changed and new duties may be added. Any change to your job description will be made in consultation with you.
- 1.7 LINE MANAGED BY: **xxxxxxxxxxxx**
Further contractual details are contained in Sections 2 to 31 of this document.

I hereby agree to the terms and conditions set out in this contract.

Signature of Employee:..... Date:.....

Signature of Employer:..... Date:.....

(on behalf of the board of Cheshire Dance Workshop Ltd)

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2 EQUIPMENT

- 2.1 Cheshire Dance shall provide suitable premises and equipment as may be required for the performance of your duties, with due regard for health and safety both of the employee and other persons making proper use of such premises and equipment. This is subject, always to the policy of the employer as regards premises and equipment for any additional venture, performance or event.
- 2.2 The employer shall also provide such telephone and message-taking systems, facilities for typing, copying, printing, postage, filing, storage, retrieval of information, desk and working space, storage facilities for equipment, costumes etc., as agreed between the parties to be appropriate for the performance of your duties.

3 HEALTH AND SAFETY

- 3.1 The employer shall be responsible for public liability insurance cover in respect of the employee who shall, for his/her part, act to avoid any breach of policy conditions. The employee shall be responsible for any insurance cover for his/her equipment and property, including car insurance.
- 3.2 The health and safety policy and rules shall be displayed in a prominent place by the employer at the company office.
- 3.3 Staff responsible for specific activities shall ensure that adequate risk assessments are made of spaces used to ensure safe practice and adherence with the company's health and safety policy.

4 HOURS OF WORK

The employee shall work xx hours per week which shall not include lunch and other breaks. The employee shall not be required to work more than 10.5 hours per day except where section 18 applies. The employee may be required to work unsociable hours (evenings, weekends). It is recognised that on occasions the demands of the job may entail working beyond contracted hours. Should this occur the employee will be entitled to accrue time off in lieu (TOIL, see below).

4.2 TOIL (time off in lieu)

The employee may accrue additional time worked in excess of current hours per week, up to a maximum of current hours in additional hours in any 4 week period. TOIL accrued must be taken within 12 weeks of it being accrued, otherwise it will be

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lost. The Line Manager must be informed, with at least 1 weeks' notice, prior to TOIL being taken on the following basis:

3 1/2 hours = 1/2 day additional leave

7 hours = 1 day additional leave

TOIL hours can be transferred to holiday entitlement, but are subject to a maximum of 5 days (35 hours) in any one calendar year. This restriction is not designed to inhibit the employee's right to take time off in lieu at any time other than holidays. A holiday shall be deemed to be any period exceeding three working days away.

4.3 REPORTING OVERTIME

The Admin team shall notify the employee of the system for reporting hours worked and organising time off in lieu at the start of his/her employment. The employee shall report overtime and arrange time off in lieu using such a system with their Line Manager.

4.4 FREE DAY

In any event there shall be at least one free day in every seven day period.

5 PROBATIONARY PERIOD

5.1 During the first 12 weeks there will be an induction process led by the relevant line manager and using an induction checklist. The checklist will be signed as completed by both parties at the end of this period.

5.2 The first 6 months of employment shall be deemed a probationary period, during which time either the employer or the employee may give 4 weeks written notice of their intention to terminate. At the end of this period the post will be confirmed or otherwise, following a formal review meeting with the Line Manager and relevant partners.

5.3 The Organisation reserves the right to extend the probationary period

5.4 The full disciplinary and grievance procedures do not apply to probationary employees. However, in cases of dismissal or gross misconduct, the minimum requirements as outlined in the ACAS Code of Practice on Disciplinary and Grievance Procedures will be followed.

6 ANNUAL PAID LEAVE

6.1 In addition to public holidays you are entitled to 25 days holiday during each completed leave year and at a rate pro rata for each uncompleted leave year. The leave year is defined as 12 months from the 1st April. Holiday shall be taken at times to be agreed with the Line Manager and will not be unreasonably refused and

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should not normally be carried forward from one leave year to another. A maximum of 1 week equivalent holiday may be carried over.

- 6.2 Part time staff are entitled to a pro rata of the above based on their working week.
- 6.3 The Cheshire Dance office is closed between Christmas and New Year and can be taken as holiday by the employee above their holiday entitlement.
- 6.4 Should holiday entitlement owed not have been taken upon cessation of the employee's employment, payment in lieu of holiday entitlement shall be made. Any excess holidays shall be recovered by way of deduction from the final salary payment.

7 SICK LEAVE

- 7.1 The employee shall report any absence on the first day that he/she would have worked to the Admin team at the office, at least 1 hour before commencement of work. The employee must keep the employer fully informed during periods of illness.
- 7.2 In the event of the illness lasting seven calendar days or less, on the first day of returning to work you must complete and submit to your line manager a self-certification form.
- 7.3 After an absence of seven calendar days a medical certificate signed by your doctor is required to cover the eighth and subsequent days of illness. During long periods of illness the employer shall contact the employee, or with the employee's consent the employee's doctor, on a monthly basis
- 7.4 In the case of frequent/persistent illness, or if the Organisation is concerned about your absences, or is not satisfied with the reasons given, the Organisation may require you to produce a medical certificate when you are next absent from work.
- 7.5 Where any concerns about your health arises, the Organisation may seek a report from your GP and/or a second medical opinion as to the cause of the incapacity and prognosis. The Organisation will meet all costs incurred.

8. SICK PAY

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- 8.1 Should the employee be unable to fulfil his/her duties by reason of ill-health, the employer shall continue to pay the employee full wages for the first four weeks of illness followed by a further 2 weeks at half pay. Then, up until six months ill-health the following will apply:
- a) up to three years of service - SSP plus 20% of salary
 - b) beyond three years of service - SSP plus 30% of salary
- 8.2 In the event that the employee becomes sick after the commencement of a period of leave taken under section 6 above then provided that the employee submits a doctor's note before the end of the leave period they will be regarded as having been absent by reason of ill-health.
- 8.3 Every period of absence will be recorded by the employer and the employee has the right to examine their personal absence record.
- 8.4 At the end of any extended period of absence the Line Manager will conduct a return to work interview, 'extended' in this context shall mean more than 3 weeks.

9 EXTENDED LEAVE

9.1 The employee shall be entitled to request unpaid leave of absence after two years' completed service. The timing and duration of any such leave of absence shall be settled by mutual agreement with the Board, who will treat each request on its individual merits. Such agreement shall not be unreasonably withheld. The employee shall be required to give at least 3 months' notice of his/her intention to take such leave.

10 MATERNITY, PATERNITY AND ADOPTION LEAVE

The employer adopts all relevant statutory provisions as amended by legislation and statutory instrument from time to time. The employee may find the relevant information on the DirectGov website or from booklets available or any replacement statutory body. The provision of any further detailed information and where it may be found will be given to the employee upon request.

11 MATERNITY LEAVE AND PAY

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- 11.1 Female members of staff will be granted maternity leave in accordance with the relevant statutory provisions in force at the time.
- 11.2 You may take reasonable time off work, without loss of pay, to attend ante-natal care. If you are an expectant father or your partner is pregnant, you are entitled to unpaid time off to accompany her to up to two ante-natal appointments.

In addition to the statutory maternity pay, female members of staff who qualify for Statutory Maternity Pay (SMP) according to the statutory provisions, will be entitled to:

- 8 weeks full pay
- 18 weeks half pay
- The remaining 13 weeks, SMP only

12 **PATERNITY / CARER'S LEAVE**

- 12.1 Qualifying employees are entitled to Paternity Leave and Pay in accordance with the relevant statutory provisions in force at the time. If you have paternal/carer's responsibility for a new born or adopted child and qualify for the statutory scheme, you are entitled to two weeks leave at full pay to be taken either in one go or in two blocks of one week, within 56 days of the date of birth or placement.

13 **PARENTAL LEAVE**

- 13.1 All employees who have completed one year's continuous service with the organisation are entitled to Statutory Parental Leave

14 **ADOPTION LEAVE**

- 14.1 Qualifying employees will be entitled to adoption leave and pay in accordance with the statutory provisions in force at the time.
- 14.2 A qualifying adoptive parent whose partner takes adoption leave will be entitled to paternity leave as detailed in clause above

15 **DEPENDENTS LEAVE**

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15.1 You are entitled to a maximum of 5 days paid leave in each leave year for attending to essential matters relating to children you are parenting and/or any other dependent person for whom you are acting as a carer.

16 FLEXIBLE WORKING

16.1 Qualifying employees will have the right to apply to work flexibly in accordance with the statutory provisions in force at the time. The Organisation will have a statutory duty to consider their applications seriously.

16.2 An application accepted by The Organisation will entail a permanent change to the employee's terms and conditions of employment.

17 SPECIAL/COMPASSIONATE LEAVE

17.1 You may be granted up to five days special/compassionate leave on full pay subject to the approval of Chair. In appropriate cases, additional time off, paid or unpaid, may be granted at the Chair's discretion. Such leave may be provided in the following circumstance:

- Bereavement following the loss of a partner or close relative
- Breakdown of a committed relationship

18. PART TIME EMPLOYEES

18.1 are entitled to holidays, holiday pay, maternity/carer's pay, sick pay, pension and other benefits and rights under the terms of this contract on a pro rata basis

19 DISCIPLINARY AND GRIEVANCE PROCEDURE

19.1 It is the intention of the Cheshire Dance that the working environment for its employees be conducive to an enjoyable and challenging ethos. It is further recognised that from time to time this ethos can be damaged. It is for the purpose of ensuring fair play in the workplace that this grievance procedure has been formulated.

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- 19.2 The disciplinary procedure is attached (Appendix A) but does not form part of this contract.
- 19.3 The Organisation may suspend you from work on full pay during disciplinary proceedings
- 19.4 The grievance procedure is attached (Appendix B) but does not form part of this contract.

20 TRAVEL AND SUBSISTENCE

The employer shall review rates and the Line Manager shall inform the employee of the conditions under which payments and reimbursements are made for expenditure incurred, such as travel and subsistence on approved duties.

21 TRADE UNIONS

- 21.1 The employee has the right to join a trade union of their choice and to take part in approved trade union activities. No employee will be discriminated against by virtue of their membership or lack of membership or by their wish to enter membership of a trade union.

22 TERMINATION OF EMPLOYMENT

- 22.1 Following successful completion of the probationary period the employee and employer is entitled to a minimum of ***4/8/12 (delete as appropriate)** weeks' notice.

*For the Director, Creative Director & General Manager 12 weeks' notice
For Lead Artists 8 weeks' notice
For all other staff 4 weeks' notice

- 22.2 The organisation reserves the right to make a payment in lieu of notice, if it so wishes
- 22.3 In the case of gross misconduct, you may be dismissed without notice and without payment in lieu of notice
- 22.4 During your notice period, the employer reserves the right to require you to remain away from work, regardless of whether you or the employer gave notice. You will be required to comply with any conditions relating to your work laid down by the employer. While on full pay, you may not undertake any employment or work on a self-employed basis without the employer's permission.

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23 REDUNDANCY

- 23.1 Before any redundancy is agreed, there will be consultation with staff that might be affected
- 23.2 You will be entitled to such payment in the event of being made redundant as the relevant statute in force from time to time may require. In addition, the following payment will be made:
- beyond two years of service, one and a half weeks pay for every completed year of employment with the organisation, up to a maximum of 12 weeks
- 23.3 The notice period for redundancy is the same as for dismissal
- 23.4 For this purpose, payment means the current rate of full or part time pay.

24 PENSIONS

The employer offers to administer a Workplace Pension offering statutory contributions.

25 FREELANCE WORK

The employee may undertake work for organisations other than the employer only where it does not affect their ability to fulfil their contract with the employer and where no conflict of interest arises. Such work must be agreed with the Line Manager prior to entering into any contract.

26 RESIDENTIAL WORK

- 26.1 For the purposes of residential work clauses 4.1 to 4.4. are waived and the following points become effective:-

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- 26.2 A clear 36 hours shall be allowed between the end of a course (time of arrival at home) lasting 5 days or more and the next working session. In addition 1 week day off in lieu will be given for each period of residency work of between 5 and 7 days. A further 1 week day off in lieu will be given for the sixth and seventh days worked within a 7 day period. This formula will then be repeated for subsequent continuous day's residential work.
- 26.3 Employees will not be expected to work more than the equivalent of 5 weeks per year on residential work
- 26.4 Board and lodgings will be provided.
- 26.5 Any requirement to undertake residential work will be agreed not less than 1 month before commencement of the course.
- 26.6 During residential courses organised by Cheshire Dance, at least 2 Cheshire Dance staff will be present at any one time.
- 26.7 The ratio of participants to staff will not exceed 15:1, or 12:1 where children or vulnerable adults are involved.

27 CONFIDENTIALITY

You may as an employee have access to or be entrusted with information that the Organisation has deemed confidential. You shall not at any time during or after the end of your employment disclose to any person, or make use of, such confidential information.

28 COPYRIGHT

- 28.1 Copyright, registered and unregistered design rights and any other intellectual property rights in any materials in any medium produced by you in the course of your employment shall belong to the Organisation and you must return all such materials and any copies in your possession to the Organisation on request.
- 28.2 Before the end of your employment, you will deliver back to the Organisation all documents belonging to the Organisation which are in your possession, including documents made in the course of your employment.

29 DATA PROTECTION ACT 1998

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For the purposes of the Data Protection Act 1998 you give your consent to the holding and processing of personal data provided by you to the Organisation for all purposes relating to the performance of your employment including, but not limited to:

- Administering and maintaining HR records;
- Paying and reviewing salary and other remuneration and benefits;
- Providing and administering benefits (including if relevant, pension, or insurance);
- Undertaking performance and fitness, appraisals and reviews;
- Maintaining sickness and other absence records;
- Providing references and information to future employers, and if necessary, governmental and quasi-governmental bodies for social security and other purposes, HM Revenue and Customs and the National Insurance Contributions Office;
- Providing information to future partner organisation or organisations with whom we may merge or transfer an undertaking to;
- Transferring information concerning you to a country or territory outside the EEA.

30 SENSITIVE PERSONAL DATA

From time to time it may be necessary to process sensitive personal data, for example, information relating to an individual's ethnic origin for equal opportunity monitoring. By signing this contract you agree that the Organisation may retain and process sensitive personal data about you as the needs of the Organisation require.

31 USE OF EMAIL, INTERNET AND TELEPHONES:

Where employees are provided with access to telephones and computers, these should be used for business use. Employees must comply with the Organisation's rules on the use of computers and telephones and the Organisation reserves the right to monitor email and internet communications.

32 EQUAL OPPORTUNITIES:

Every employee must act at all times in accordance with equal opportunities legislation and the Organisation's equal opportunities codes of practice.

CONTRACT OF EMPLOYMENT APPENDIX A

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GRIEVANCE PROCEDURE

1. In the event of an employee feeling that they have been unfairly treated they have the right to carry out the following procedure:-
 - a) Inform the Line Manager of the grievance and if appropriate have an informal discussion thereafter, or if informal discussion is not appropriate request an appointment with the one of the Directors (or the Director who is not the relevant Line Manager if a meeting including the line Manager would not be appropriate), and a member of the board.
 - b) Confirm the nature of the grievance in writing to the Directors and Chair of the Board who will arrange for a meeting to take place within 14 days of the receipt of the written confirmation.
 - c) At the meeting the employee is entitled to be accompanied by a Trade Union representative, fellow employee or representative of their choice.
 - d) The outcome of this will be confirmed in writing to the employee.
 - e) If the employee is not satisfied with the process there is a right of appeal to the Board through the Chair and any appeal will be considered by the Directors and a representative of the Board not involved in the original meeting. If it is inappropriate that the other Director hear the appeal then consideration will be given by two members of the Board. The employee is entitled to be accompanied at the appeal meeting as at (c) above.
 - f) The outcome of any appeal is final and will be confirmed in writing.

CONTRACT OF EMPLOYMENT APPENDIX B

DISCIPLINARY and DISMISSAL PROCEDURE

1. Any allegations of misconduct or breach of this procedure will be given to the employee in writing. It is the responsibility of every employee to carry out all reasonable and lawful requests of their Line Manager.
2. In the event of a failure to respond to such a request the employee could be subject to disciplinary action being taken against them in the following form:-
 - a) A hearing with the Directors and member of the Board. If the hearing considers, having heard all the representations, that disciplinary action is justified, the employee will be given a verbal warning. The employee will be

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given a date for review of the verbal warning at this stage and the Line Manager will be responsible for monitoring progress. Should there still be grounds for complaint the matter shall be referred to the Board through its Chair for a further hearing.

- b) The employer shall be represented at the Board hearing by at least two representatives of its choice; save that neither of these representatives should have generated the complaint that is the subject of the disciplinary hearing. The employee maybe accompanied by a trade union representative or other individual of the employee's choice who may or may not be a full time official. This representative may not be a member of the board of Directors of Cheshire Dance. If the Board considers, having heard all the representations, that further disciplinary action is justified, the employee will be given a first written warning.

This will contain written details of;

- i) the offence complained of
- ii) the improvement required
- iii) the date of review of warning
- iv) which member of the company is charged with responsibility of monitoring progress and reporting to the Chair of the Board.

3. Should there be a recurrence of the behaviour complained of whilst that behaviour is still subject to written warning the employee may be issued with a second written warning after a further disciplinary hearing has been held. Should there be a further occurrence of this behaviour, dismissal will be contemplated.
4. No written warning shall exist for more than 12 months, after which time it shall be deemed to have lapsed and shall be removed from the employee's personal file.
5. In cases of alleged misconduct the employer shall have the right to suspend the employee on full pay pending investigation. In such circumstances a disciplinary hearing with representatives of the Board constituted as above shall be convened within ten working days of suspension. If the representatives of the Board consider, having heard all the representations, that gross misconduct has occurred, the employee may be liable to summary dismissal.
6. Instant suspension in order to investigate the situation is reserved for the following offences:-
 - a) Intoxication through alcohol or non-prescribed drugs at work.
 - b) Theft at work.
 - c) Physical violence at work.
 - d) Sexual & racial harassment

Note: This list is not exhaustive and suspension is not viewed as automatic dismissal.

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7. Nothing in the above procedure precludes the giving of informal advisory warnings by the Line Manager. Such informal warnings shall constitute no part of the disciplinary procedure. An employee subject to disciplinary procedure and warning shall have the right to appeal using the above procedure.
8. In the event of instant dismissal the Chair of the Board must be consulted before this action is taken. If the chair is not available a period of suspension on full pay is the action to be taken until such time as s/he can be consulted.