

# CoMA Staffing Policy

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Owner: Tony Harris

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Approved by Board of CoMA Concert Productions Limited: [date]

This policy applies to both Contemporary Music for All (company no. 03429608) and its wholly owned subsidiary CoMA Concert Productions Limited (company no. 15464259). In this document “The Company” and “CoMA” refers to both companies. Where any part of the document only applies to one of the companies this will be explicitly stated.

**Section A: Recruitment and selection**

**Section B: Disciplinary**

**Section C: Grievance**

**Section D: Redundancy**

## **SECTION A: RECRUITMENT AND SELECTION**

### **1. Purpose and scope**

The purpose of this policy is to provide a sound framework for the recruitment and selection of new staff based upon the principles outlined below. This policy covers all activities that form part of the recruitment and selection process. It is applicable to all staff recruitment except casual staff, freelance contractors and volunteers.

### **2. Principles**

- 2.1. The Company will seek to recruit the best candidate for the job based on merit. The recruitment and selection process should ensure the identification of the person best suited to the job and to the Company.
- 2.2. The Company will ensure that the recruitment and selection of staff is conducted in a professional, timely and responsive manner and in compliance with current employment legislation.
- 2.3. The Company will treat all candidates fairly, equitably and efficiently, with respect and courtesy, aiming to ensure that the candidate's experience is positive, irrespective of the outcome.
- 2.4. The Company will ensure that its recruitment and selection process is cost effective.
- 2.5. All documentation relating to applicants will be treated confidentially in accordance with CoMA's Data Protection and Retention Policy:

### **3. Preparation and advertising**

- 3.1. The recruitment process should not commence until a full evaluation of the need for the role has been completed.
- 3.2. Formal authorization from the Board of Directors to recruit a post will be sought before commencing the recruitment process.
- 3.3. The recruitment process will follow the Company's EDI Policy
- 3.4. A job description and person specification will be produced or updated for any vacant post that is to be filled.
- 3.5. The job description will accurately reflect the elements of the post.
- 3.6. The person specification will state both the essential and desirable criteria in terms of skills, aptitude, knowledge and experience for the job and applied equally to all applicants. Care should be taken when writing the person specification to ensure that criteria used do not indirectly discriminate against certain groups of applicants.
- 3.7. There may be circumstances where a position may not be advertised, for example, where a position requires specialised expertise and it has been identified that the nominated individual is the most suitable person for that position.
- 3.8. All vacancies advertised externally will be placed on the Company's website, in addition to any other external platforms.
- 3.9. All advertising must be cost effective and agreed in advance by the Executive Director or Chair.

### **4. Shortlisting**

- 4.1. Shortlisting will be carried out by a minimum of two people to avoid bias, one of whom would normally be the line manager.
- 4.2. Notes of the shortlisting decisions for each candidate will be recorded by each member of the panel.
- 4.3. Shortlisted candidates will be provided with details of the selection process, including any tests, in writing, giving as much notice as possible before the

interview. They will be asked to advise if there are any reasonable adjustments that need to be made to allow them to participate fully in the process.

- 4.4. All candidates (internal and external) will be assessed objectively against the selection criteria set out in the Person Specification and only candidates who meet all the essential criteria will be short-listed. Assumptions about the qualities of internal candidates will not be made.

## **5. Selection and interview**

- 5.1. Interview will normally be carried out by a minimum of two people, one of whom should be the recruiting manager/direct line manager.
- 5.2. Selection is a two-way process: candidates are assessing the role and the Company.
- 5.3. Interview questions and the structure of the interview will be consistently applied to all candidates and will be based on the person specification.
- 5.4. Notes relating to the salient points will be recorded for reference.
- 5.5. All interview candidates will be dealt with courteously. Unsuccessful candidates will, as a minimum, receive telephone or written notification of the outcome of the process. Feedback should be provided upon request.

## **6. Referees**

- 6.1. Two references covering at least the previous two years of the candidate's employment history will be sought using the Company's structured reference request template. A follow-up phone call might also be made for clarification or further information.
- 6.2. Referees will not be contacted without the candidate's consent and their contact details will be treated as confidential.

## **7. Making the appointment**

- 7.1. It is desirable to make a conditional verbal offer very shortly after the selection process.
- 7.2. Appointments will usually be made at the starting grade of the advertised salary scale unless directly relevant experience would justify additional increments.
- 7.3. Once a conditional offer has been made and accepted, a written offer will be made, usually after receipt of satisfactory references and other checks (such as qualifications and right to work) have been made.

## **8. Induction**

- 8.1. Induction is the final stage. Once the successful candidate has accepted the offer, a start date agreed and final checks such as identity checks have been made, the line manager is responsible for preparing an induction programme for the new employee.

## SECTION B: DISCIPLINARY

### 1. Purpose and scope

- 1.1. This procedure is designed to help and encourage all employees to achieve and maintain standards of conduct, attendance and job performance. The company rules (a copy of which is displayed in the office) and this procedure apply to all employees. The aim is to ensure consistent and fair treatment for all in the organisation.

### 2. Principles

- 2.1. Informal action will be considered, where appropriate, to resolve problems.
- 2.2. No disciplinary action will be taken against an employee until the case has been fully investigated.
- 2.3. For formal action, the employee will be advised of the nature of the complaint against them and will be given the opportunity to state their case before any decision is made at a disciplinary meeting.
- 2.4. Employees will be provided, where appropriate, with written copies of evidence and relevant witness statements in advance of a disciplinary meeting.
- 2.5. At all stages of the procedure the employee will have the right to be accompanied by a trade union representative, or work colleague.
- 2.6. No employee will be dismissed for a first breach of discipline except in the case of gross misconduct, when the penalty will be dismissal without notice or payment in lieu of notice.
- 2.7. An employee will have the right to appeal against any disciplinary action.
- 2.8. The procedure may be implemented at any stage if the employee's alleged misconduct warrants this.

### 3. Procedure

#### First stage of formal procedure

- 3.1. This will normally be an improvement note for unsatisfactory performance if performance does not meet acceptable standards. This will set out:
  - the performance problem
  - the improvement that is required
  - the timescale
  - any help that may be given and the right of appeal.
- 3.2. The individual will be advised that it constitutes the first stage of the formal procedure. A record of the improvement note will be kept for six months but will then be considered spent – subject to achieving and sustaining satisfactory performance.
- 3.3. Alternatively, a first warning for misconduct will be issued, if conduct does not meet acceptable standards. This will be in writing and will set out:
  - the nature of the misconduct
  - the change in behaviour required
  - the right of appeal.
- 3.4. The warning will also inform the employee that a final written warning may be considered if there is no sustained satisfactory improvement or change. A record of the warning will be kept, but it will be disregarded for disciplinary purposes after a specified period (for example six months).

#### Final written warning

- 3.5. If the offence is sufficiently serious, or if there is further misconduct or a failure to improve performance during the currency of a prior warning, a final written warning may be given to the employee. This will give details of:
- the complaint
  - the improvement required and the timescale
  - the warning that failure to improve may lead to dismissal (or some other action short of dismissal)
  - the right of appeal.
- 3.6. A copy of this written warning will be kept by the supervisor but will be disregarded for disciplinary purposes after 12 months subject to achieving and sustaining satisfactory conduct or performance.

#### Dismissal or other sanction

- 3.7. If there is still further misconduct or failure to improve performance, the final step in the procedure may be dismissal or some other action short of dismissal such as demotion, disciplinary suspension or transfer (as allowed in the contract of employment).
- 3.8. Dismissal decisions can only be taken by the appropriate senior manager, and the employee will be provided in writing with:
- the reasons for dismissal
  - the date on which the employment will terminate
  - the right of appeal.
- 3.9. If some sanction short of dismissal is imposed, the employee will:
- receive details of the complaint
  - be warned that dismissal could result if there is no satisfactory improvement
  - be advised of the right of appeal.
- 3.10. A copy of the written warning will be kept by the supervisor but will be disregarded for disciplinary purposes after 12 months subject to achievement and sustainment of satisfactory conduct or performance.

#### Gross misconduct

- 3.11. The following list provides some examples of offences which are normally regarded as gross misconduct.
- Theft or fraud
  - Physical violence, harassment or bullying
  - Deliberate and serious damage to property
  - Serious misuse of an organisation's property or name
  - Deliberately accessing internet sites containing pornographic, offensive or obscene material
  - Serious insubordination
  - Unlawful discrimination or harassment
  - Bringing the organisation into serious disrepute
  - Serious incapability at work brought on by alcohol or illegal drugs
  - Causing loss, damage or injury through serious negligence
  - A serious breach of health and safety rules
  - A serious breach of confidence
  - This list is not exhaustive
- 3.12. If you are accused of an act of gross misconduct, you may be suspended from work on full pay, while the alleged offence is investigated. If, on completion of the investigation and the full disciplinary procedure, the organisation is satisfied that

gross misconduct has occurred, the result will normally be summary dismissal without notice or payment in lieu of notice.

#### **4. Appeal**

- 4.1. An employee who wishes to appeal against a disciplinary decision must do so within five working days of the notification of the decision.
- 4.2. You will be invited to an appeal meeting, normally within five days, and your appeal will be heard by a Director of CoMA. You have the right to be accompanied by a colleague or trade union representative at this meeting if you make a reasonable request.
- 4.3. After the meeting, the Director will give you a decision, normally within 24 hours. The Director's decision is final.

See a copy of the publication [‘Discipline and Grievances at Work, an ACAS Guide’](#).

## **SECTION C: GRIEVANCE**

### **1. Dealing with grievances informally**

- 1.1. If you have a grievance or complaint to do with your work or the people you work with you should, wherever possible, start by talking it over with your manager. You may be able to agree a solution informally between you.

### **2. Formal grievance**

- 2.1. If the matter is serious and/or you wish to raise the matter formally you should set out the grievance in writing to your manager. You should stick to the facts and avoid language that is insulting or abusive.
- 2.2. Where your grievance is against your manager and you feel unable to approach them you should talk to another manager or Director of the company.

### **3. Grievance hearing**

- 3.1. Your manager will call you to a meeting, normally within five days, to discuss your grievance. You have the right to be accompanied by a colleague or trade union representative at this meeting if you make a reasonable request.
- 3.2. After the meeting, the manager will give you a decision in writing, normally within 24 hours. If it is necessary to gather further information before making a decision your manager will inform you of this and the likely timescale involved.

### **4. Appeal**

- 4.1. If you are unhappy with your manager's decision and you wish to appeal you should let your manager know.
- 4.2. You will be invited to an appeal meeting, normally within five days, and your appeal will be heard by a Director of CoMA. You have the right to be accompanied by a colleague or trade union representative at this meeting if you make a reasonable request.
- 4.3. After the meeting, the Director will give you a decision, normally within 24 hours. The Director's decision is final.

See a copy of the publication ['Discipline and Grievances at Work, an ACAS Guide'](#).

## **SECTION D: REDUNDANCY**

### **1. Purpose and scope**

1.1. The aim of this policy is to set out the principles and processes in the event that we need to consider making redundancies.

### **2. Circumstances that may result in a redundancy situation**

2.1. We place a high priority on maintaining job security for all our staff. However, financial constraints, funding shortages, re-organisation, changes in working methods and other circumstances may result in a requirement to reduce the number of staff. This in turn may lead to a redundancy situation.

2.2. A redundancy situation occurs where the organisation's need for employees to carry out work has ended or reduced or is expected to end or reduce. Dismissals can also occur when an employer needs to make changes in the way work is organised. In other words, the overall number of staff remain the same, or increases, but different skills, experience and ways of working are needed.

2.3. If the work that we are commissioned to deliver is transferred to another employer then you may be transferred to the new provider under the Transfer of Undertakings (Protection of Employment) regulations (TUPE).

### **3. Principles**

3.1. Wherever there is a risk of redundancy, we aim to:

- reduce, avoid or limit the effects of compulsory redundancies
- follow a genuine and meaningful consultation process
- actively consider alternative employment
- ensure that if redundancy occurs, it is handled in accordance with the law
- follow a transparent, fair and reasonable process.

### **4. Selection for Redundancy**

4.1. If we need to contemplate a potential redundancy, we will identify the posts that are potentially affected and consider whether redundancy can be avoided. Where appropriate we will consider voluntary redundancies although we reserve the right to decline a request where we need to retain particular skills, knowledge or experience.

4.2. If we need to reduce the number of posts in a particular role and there are more staff than available posts, we will use specific criteria on which to select. Such criteria will be designed to ensure that we retain the knowledge, skills, experience and flexibility that we need for the future. Selection criteria will not be relevant where a single post is identified as at risk of redundancy.

### **5. Consultation**

5.1. In the event of a risk of redundancy, we will consult with staff to discuss proposals, confirm timescales, answer questions and gather views and suggestions before a final decision is made:

### **6. Statutory Redundancy Pay**

6.1. If you are made redundant you will be entitled to statutory redundancy pay if you are an employee and have over two years' continuous service. Statutory redundancy



pay is calculated dependent on your salary, length of service and age (both salary and service are capped) as follows:

- 6.1.1. ½ week's pay for each full year of service where your age was under 22
- 6.1.2. 1 week's pay for each full year of service where your age was 22 or above, but under 41
- 6.1.3. 1½ week's pay for each full year of service where your age was 41 or above
- 6.1.4. Length of service is capped at 20 years and weekly pay is capped at rate set by the government in April of each year. See DirectGov for further information on qualifying rules and statutory rates.

## **7. Notice**

- 7.1. If you are made redundant you will be entitled to notice. The period of notice will be stated in your employment contract. If statutory notice exceeds what is stated in your contract, then you would be entitled to statutory notice. Statutory notice is at least one week's notice if employed between one month and two years; one week's notice for each year if employed between two and 12 years; 12 weeks' notice if employed for 12 years or more.
- 7.2. In most cases you will be required to work out your notice period. However, in some cases we may decide it is more appropriate to give a payment in lieu of notice. This will be at our discretion and will depend on the circumstances at the time.
- 7.3. Formal notice of redundancy will be confirmed in writing and will include the calculation for any payments due on termination, including any statutory redundancy pay entitlement.
- 7.4. During the notice period, you will be entitled to reasonable paid time off for alternative job search for example, to attend interviews. This time off must be agreed in advance with your manager.

## **8. Redeployment**

- 8.1. If we have a suitable alternative role you may be offered that role. The new role would begin immediately after the notice period for the redundant role comes to an end. Offers of alternative employment which are made in this way will include a statutory trial period of four weeks.
- 8.2. If at any stage during the trial period either party concludes the role is not suitable, then your right to redundancy payment is preserved. If we believe that you have unreasonably refused a suitable alternative employment, you will lose your right to a redundancy pay.

## **9. Appeals**

- 9.1. You will be given an opportunity to appeal against your redundancy dismissal. The redundancy notice letter will confirm who the appeal should be sent to and the timescales to appeal. The appeal would normally be heard by a Director of CoMA. There is no further right of appeal.