# **TURF GENERAL POLICIES**

Document last reviewed by CoDirectors & board: 30/06/2023

Adopted on: 01/07/24

Next full review date: 01/07/25

# 1. Where this policy applies

- a. This policy applies to anyone on a contract with Turf Projects with a duration of three months or longer, as well as Turf trustees.
- b. This policy outlines our commitments to each other and those we work with as either permanent or temporary members of the group of people responsible for Turf achieving its aims. Everyone this policy applies should read with & align with Turf's charitable objectives, manifesto, and marketing guidelines.
- c. This document supersedes previous versions of these policies.

# 2. General conduct & partner relations

#### a. Respectful

Turf wants to be a space where everyone feels welcome and respected. We treat colleagues, those in the space, and anyone we interact with whilst representing Turf with respect at all times.

This means:

- 1. being kind and polite to others
- 2. thinking about others' time by giving them a chance to speak and engage.
- 3. respecting the space and treat everything with care, because many people share it.
- 4. at Turf it is not ok to treat others unfairly or differently based on their race or skin colour, based on their gender or gender identity, based on who they have a relationship with, based on their age or based on their disability or perceived

disability. Name-calling, discrimination, bullying or harassment will not be tolerated and will trigger disciplinary processes.

- 5. Reciprocity for example;
  - a. if one person is in first and tidies, someone does the washing up later
  - b. in expecting care from others, we also must give it ourselves
  - c. You can see more examples of what the Turf team considered to show 'care for one another' in Spring 2024, in Appendix 1.
- 6. We each **aim to be as inclusive as possible** to all who use the space by operating with consideration to the <u>Social Model of Disability</u> and the <u>Equality Act 2010</u> (Easy Read version here).

# b. Reliable & punctual

- i. We're reliable, do what we say we'll do when we say we'll do it by, and attend to what we've said we will.
- ii. We're punctual within working days and with deadlines / delivery in respect for both others' time and access needs which might depend on deadlines being met.
  See working days and hours.
- iii. Whenever this is not possible, we communicate this to those affected with as much advance notice as possible and offer a solution when possible.

#### c. Efficient & realistic

- i. We plan well, make good use of our funded time and work the time agreed for the role, in respect for those we support, our colleagues, those who are working with us on a voluntary basis, as well as the public in awareness of our public funding.
- ii. When making a plan, we include who will carry out tasks in the plan and how much time will it take.
- iii. **We're realistic when setting expectations**, scope and deadlines, to ensure we can achieve the above.
- iv. If we can't realistically deliver something, we say no.

#### d. Anti-Discrimination; Anti-Racism, Anti-Ableism, Anti-Sexism, Anti-Ageism

i. Turf is an anti-discrimination space. We are actively anti discrimination based on protected characteristics, and will call it out.

- ii. Our definition of this behaviour is treating someone badly, unfairly, excluding, having negative opinions about or assuming someone will behave a certain way because of their protected characteristics.
  - 1. Protected characteristics are:

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age
disability
gender reassignment
marriage or civil partnership (in employment only)
pregnancy and maternity
race
religion or belief
sex
sexual orientation.
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- 2. You can read more about what racism is in <u>this easy read</u>. There is a more thorough legal definition in section 12.a.i. And the UN International Convention on the Elimination of All Forms of Racial Discrimination.
- iii. If anyone working at or involved in Turf expresses themself in a racist manner at Turf, towards anyone within the space or present at one of our events, Turf is committed to acting. The incident can be disclosed to a CoDirector or Trustee. Options from there may be to, depending on the victim of the discrimination's wishes;
  - 1. Engage a qualified, experienced mediator to address and assess the situation.
  - 2. Engage team members in additional training to understand these actions and ensure they don't reoccur.
  - 3. If the offending team member is unwilling to engage in any positive action then their contract will be terminated.
  - 4. If the offending person is a visitor or space user, they may be asked to leave the space. If they are a regular visitor, they will be asked by the Turf team to stop the behaviour, and subsequently meet separately to discuss the impact of their actions and the conditions of use of the space. If they aren't willing to engage in this conversation or the behaviour continues, they may be barred from the space.
- iv. <u>Here is a link</u> to our commitments as of the last review of this document and Black Lives Matter resources as compiled collaboratively by the team.

# 3. High quality

a. The quality of everything at Turf should reflect respect for those we serve and represent.

#### This means:

- i. Our principle is to do fewer things better than too many things.
- ii. Projects, events, shows, marketing materials & access considerations which are **properly** planned and completed fully, punctually and to a high standard.
- iii. We are reliable in meeting our obligations to the public and our partners, with good safeguarding, time-keeping, organisation and contingency planning to ensure we can be depended upon by those we've made a commitment to.
- iv. Projects are seen through to completion especially before starting anything new.
- v. **Marketing is checked & approved before being made public** to ensure it's high quality, consistent and reflecting respect for those we serve & represent.
- vi. **Projects are carefully evaluated**, with feedback valued & taken on board.

# 4. Clear communication

#### a. Communicating what's happening

- i. Within a small team all can be impacted by what's happening and **clear communication is essential** to fulfilling our commitments laid out in these policies.
- ii. When workshops, projects, or partners are confirmed with dates, we let each other know at weekly meetings.
- iii. We aim for **3 weeks' minimum lead time** for all workshop information to be confirmed and 2+ months for major projects.
- iv. Please also follow marketing timeframes for workshops, events, programming and opportunities (providing dates, times, links, images with alt text, bios of artists etc)

  The marketing guidelines are here (also in mind map format if preferred). Texts & imagery should always be checked with another team member first **before** being put forward to be published (preferably a CoDirector as a key point of consistency)

v. We keep each other in the loop & give advance notice on changes to programme plans and work patterns so that others have as much time as possible to adjust their own plans.

#### b. Communicating our expectations of others

- i. If we need something done by someone else, we put it in writing and/or set it in Asana and ask for a realistic due date so that expectations are clear.
- ii. On a flat pay structure, we should be as willing to support others as we expect them to support us.

### c. Communicating our needs

- i. We clearly communicate what we need to be able to complete tasks (e.g tasks dependent on others, access needs, skills gaps) and communicate as soon as possible if there's an issue or block.
- ii. We ask for help when needed in acknowledgement that people can only help with needs which are communicated, and what may be obvious to some may not be obvious to others.
- iii. Access needs can be communicated in documents <a href="here">here</a>, which are placed here with permission they can be shared with the Turf team. If you think you need to share them more widely please ask for permission. If creating an access document is an unfamiliar process, this can be done together with the Access Lead.
- iv. **If you need to communicate your needs more confidentially,** this can be communicated more discreetly via the Access Lead or Co-Director of Programme & People or the Turf board (board@turf-projects.com)

# 5. Planning, accountability & transparency

#### a. Transparency

- We plan in a way which is transparent & accountable to each other and to partners.
   Transparency for us means;
  - 1. Using the processes we've agreed to, outlined in mention slack, asana etc, and that if we are struggling with those we are proactive about communicating that and finding other solutions
  - 2. Decisions and actions which are visible, traceable and accountable.

# 3. Meetings should always have notes.

These are stored in the Meeting Notes folder, and should include attendees, date, and key decisions / actions, following the naming convention in the folder.

### b. Planning & accountability processes

We commit to following these transparent planning processes wherever possible, in appreciation that a mutual accountability framework is essential within a small organisation with a nonhierarchical pay structure, for collaborative planning and to make adequate provision for access needs. Why we do this:

- So that there is a transparent framework of planning & mutual accountability
- To ensure we plan & fund time appropriately
- To ensure that access, marketing & evaluation is considered.
- As an organisation with responsibilities towards other people, it's also essential Turf has
  a clear framework for assessing progress, risk, responsibility, impact and how resources
  are distributed.

#### i. Project plans & budgets

Should be completed annually for the year ahead in the NPO framework as well as at funding stage (with review when funding is successful)

- 1. Annual plans should contain detail for the next 6 months (who, what, when) and be outlined thereafter, updated before each quarterly review and planning meeting.
- 2. Detailed project plans & timelines should be ready within one month of funding confirmation.
- 3. Plans should be signed off by the team, board & CoDirectors.

#### ii. Weekly in person and digital check-ins

- 1. We meet weekly as a team on Thursday mornings to outline key focus for the week, anything outstanding or stuck.
- 2. We also add / paste these in digital check-ins, which gives this overview for anyone not able to attend the Thursday session.
- 3. Any sign offs or significant decisions are noted.

#### iii. Annual review

1. Once per year in late Q2 / early Q3

- 2. Planning frameworks & itinerary sent to board in advance & board invited.
- 3. Plans publicised to key stakeholders to invite them to take part.
- 4. Roles, pay & structure should be reviewed at annual review.

#### iv. Tools we use:

#### 1. Asana

Used & regularly updated to subsequently keep track of project tasks & timelines, as a basis for mutual accountability and for check ins, also using it or an alternative? to set any known / new expectations for others so that mutual expectations are clear.

#### 2. Slack

as a main point of communication across the team to keep everyone up to date. If working from home we keep Slack open to try and keep an open line of communication with our colleagues.

#### 3. Email

For important information which needs to be documented or communicated in long-format and to keep each other informed of partner communications by CC'ing.

# 4. Shared Google Drive

For collaborative planning work, files, images & resources in the **shared** Google Drive so that they're accessible to team members (taking into account safeguarding & GDPR data protection).

- a. Folders should follow this structure:
  - i. AREA > STRAND > PROJECT > PROJECT ELEMENT
  - ii. E.g Education & Community > Art Press > High Streets Film > High StreetsFilm Marketing
- b. Files should follow a clear naming format to be searchable. Any files not clearly named may be archived or deleted during annual clearouts.
  - i. Strand\_Project\_Date
  - ii. E.g Art Press\_High Streets Film\_Marketing Plan
- c. **Take care with sharing.** No folders or files containing personal data should be shared outside of contracted team members.

# 5. Google Calendar

Used & updated regularly so we can all see space rota, meetings & workshops (ie. what's happening, safeguarding & ability keep the space open).

- c. Codirectors are responsible for ensuring that these processes are followed. They will help team members with this at monthly 1-2-1 check ins.
- d. Whenever it's not possible to follow these processes, we communicate this as soon as possible.
- e. No significant new work or projects should be added without formal approval. This is because anything new added, creates work for others & needs resources. 'Formal approval' means:
  - i. A written outline of why it's needed, and how it will work within time and budgets has been produced & shown to the team & relevant CoDirector.
  - ii. The decision to move forward is documented in notes from either Thursday meetings or annual review.

# 6. Commissioning

- a. **Commission 50% local artists** with an annual audit by the Programme team to assess how commissioned artists reflect the demographics of Croydon
- b. We avoid open and cold calls for large commissions. We start small (e.g workshops, smaller commissions, residencies, residency studio etc) to build a relationship with artists and work up to larger commissions.
- c. Exhibition production budgets are managed internally.
- d. Approval is needed by a CoDirector for commissioning decisions involving committed spend over £500 or impact others' workload. e.g not for Artist Feedback Session artists but yes for main commission plans / not for temporary adaptations to spaces but yes for permanent changes to spaces.
- e. Access should be addressed at the earliest point and be included in artist contracts so that access is considered creatively from early stages.
- f. **Significant issues with commissionees** e.g nondelivery on contracts should be raised with the overseeing CoDirector.

# 7. Safeguarding

Our commitments are outlined in full in our safeguarding code of conduct & policies;

- Safeguarding Code of Conduct for all Turf Projects staff, freelancers \_ volunteers.docx
- ▼ Turf Projects Safeguarding Children & Vulnerable Adults
  - a. Safeguarding for studio members, collective members, volunteers & under 18s
    - i. Safeguarding forms must be filled in for studio members, collective members volunteers & (especially) anyone under 18 before start, without fail, recognising that we have duty of care to have information about next of kin, allergies etc and a particular duty to safeguard anyone under the age of 18 in our care. This makes sure if there's an accident or allergy we know who to call and where to find this information.

Volunteer & Placement Emergency Info Form

#### **Studio Artists**

ii. Turf's designated Safeguarding Officer is responsible for checking that this is happening, and responsible if this has not been done.

### b. Lone working

- i. We rota two people in at all times for both the gallery and any events, with no obligation to work alone if this is not the case (i.e. we close for the day).
- ii. We aim for 3 rota'd to be in wherever possible as due to workshop commitments, activities going on in other parts of the gallery or simply someone going to lunch.
- iii. We can have brief periods of lone working if staff numbers are low and the lone worker feels safe to do so.

#### c. Data protection

- i. All files should be stored in the Turf **shared** drive both for data protection and for legacy / handover / archival reasons.
- ii. All personal data should be kept in designated locations (Contacts Sheet, Mailchimp, Drive, locked cages for paper copies). No personal data should be stored outside of these locations.

# 8. Shared space care

- a. We respect and take care of the space as 'belonging' to many people. As we are custodians of the space, we leave it in good condition for the next person, clear it up if we find it messy, and communicate this to the person responsible.
- b. Each team member has a space care task agreed and outlined in the current Reporting document.

# 9. Non hierarchical decision making within our charity structure

This means;

- a. Everyone is given the opportunity to contribute towards decision making via open communication and review & planning sessions (see point 5).
- b. As an artist-led space, the whole team feed into and approve programming and space related decisions, proposed and discussed at review sessions and group planning meetings. Final decisions are signed off by the appropriate Co-Director.
- c. A flat pay structure we are all paid equivalent to the same day rate.
- d. A share of both implementation and planning responsibilities wherever possible, feeding into key decisions and sharing front of house tasks / space housekeeping.
- e. We follow the mutual accountability structures set out in this document, to keep things transparent.
- f. 'Final' decisions about structure, critical issues and complaints are taken by the CoDirectors & board taking on board feedback from all parties.

# 10. Roles & responsibilities

- a. We all have a clear understanding of our roles & responsibilities, as outlined in our contracts.
- b. We ask CoDirectors for clarification if there are any roles & responsibilities we find unclear for our own or anyone else's roles.

# 11. Working hours & rota

#### a. Standard working days & times

- i. A standard working day is 9:30-5:30pm (with an hour paid break taken however preferred). Amendments to working days must be mutually agreed, approved by Co-Directors, and communicated to all team.
- ii. Core working hours are 10-5pm (for team members to be considered 'late' or 'leaving early').
- iii. Any meetings should be scheduled from 10am with an end time before 5pm to allow for 11.a.ii and time to settle and prepare / finish.
- iv. Turf is open Wed-Sat 11-5pm. Working days are agreed within individual contracts, however standard working days are between Wednesday and Saturday.
- v. We aim to share Saturday working approx every 1 in 8 working days.

#### b. Rota

- i. The rota is reviewed once every two months for three months ahead. Changes thereafter should be checked with a Co-director & any other team members affected.
- ii. We aim to work consistent days and times wherever possible to help colleagues with planning and make sure the space can stay open, acknowledging that it's also good for work health & mutual accountability. We let a CoDirector & those affected know in good time if this changes.

#### c. Working location / working from home

i. The standard location for work will be agreed and outlined in contracts, however working from home every one in eight days is acceptable.

#### d. Quiet working

- i. We encourage (but don't enforce) quiet working time if working within the Turf space. On days there are two or more team members present, we encourage a half-split of days with some working at the back workspace and some at the front, swapping at 2pm. This is to be arranged between whoever is in that day, encouraged by CoDirectors if present.
- ii. The back workspace of Turf is designated as the quiet working space at Turf and this should be respected by team and visitors.

#### e. Time management

i. Within freelance contracts time management of hours worked is the responsibility of the individual. Planning and scope must be kept realistic and deliverable within the time available.

#### f. Holiday

i. As all contracts currently operate on a freelance basis, holiday time is currently to be arranged by the individual as long as rota policies are followed.

### 12. Rates

# a. Standard day rate

i. **Our standard day rate** for contracts of 3 months or longer is currently £164, in line with A-N guidelines.

#### b. Annual rate review

i. Rate & time allocated to contracts are reviewed annually & changes presented to the Board of Trustees by CoDirectors for approval alongside the annual budget / with 2 months' notice.

#### 13. Contracts

### a. Contracts & this policy

i. As outlined in 1a, this policy applies to anyone on a contract of 3 months or longer, whether on a freelance basis or otherwise. A copy of this policy should be signed counterpart to each contract to indicate it has been read and accepted.

#### b. Contract content & general policies

- i. Contracts should outline duties, duration, expectations & total days per role, with individuals responsible for keeping track of hours worked.
- ii. Turf has no duty to extend freelance contracts at contract end.
- iii. Job titles should be displayed publicly as stated in contracts to avoid confusion. Any queries about job titles should be addressed at contract start.

### c. Interviews, handover & inductions

- i. We send interview questions ahead of time in recognition that some interviewees may not perform as well 'on the spot'.
- ii. We allocate a minimum of 6 days handover, 10 days for CoDirectors.
- iii. **Inductions should take place in line with Turf's most current induction plan**, with adaptations for the role.
- iv. **Meeting each key individual to meet,** communicate & identify areas which need clarifying as part of handover.

#### d. Probationary periods (PAYE roles)

- i. This section applies only to those on PAYE.
- ii. **Probationary periods** will vary and be outlined within the contract, dependent on contract duration, nature of the role, how long it may take to begin to deliver on main responsibilities, and how suitability may need to be to be clearly assessed.

#### iii. During this probationary period a candidate's suitability for the role through;

- An initial induction period where expectations & norms are made clear, and deliverables of the contract reviewed.
- Weekly check-ins for the first month, noted within a tracking framework.
- Monthly check-in meetings, followed by an email summary of expectations and next steps, with clear communication of any expectations which are not being met.
- A review meeting at halfway point and/or one month before probation end to assess progress on deliverables set out within the contract.
- An assessment of how planning has progressed, reviewing this via Turf's accountability frameworks.
- iv. Outcomes of probationary periods will be assessed by the Co-directors and/or Board.
- v. An overview / agenda should be sent prior to any such meeting as outlined in d.iii.

#### e. Performance reviews

Performance following any probationary period will be assessed via;

i. A monthly 1-2-1 check in with CoDirector for each person to whom this policy applies

- 1. Check in on wellbeing
- 2. Check asana, and against key contract deliverables. What is on track / not on track / on schedule / not on schedule?
- 3. Record and board Risk Register updated.

#### ii. Board sub groups - Operations & Finance and Programme & Access

1. The board meet and explore progress & risks in more detail, as outlined in the Sub-Groups & Risk Register Tracker. They will check in on activities & outcomes, any key milestones, check in on the risk register and make actions.

### iii. A yearly review with the board which will assess;

- 1. Progress on key deliverables; assessed against planning documents, contract deliverables & asana tasks.
- 2. Risk register any risks which occur within an individual's allocated strands and how effectively they were addressed.
- 3. Whether policies have been followed including whether shared tasks have been engaged with (via rota doc).
- 4. External views, sought from partners you've worked with and Turf stakeholders such as studio members.
- 5. An overview / agenda should be sent prior to any such meeting.

#### f. Changes & additions to time / deliverables

i. Any changes to key deliverables, additional time or additional work sitting outside of deliverables representing Turf (e.g external talks, additional internal project-based commissioned work) should be approved by a CoDirector in writing.

### g. Notice periods

- i. The standard notice period for contracts 3 months or longer, is 6 weeks. The notice period may vary as outlined in the contract depending on contract length or complexity.
- ii. This notice period is mutually applicable between either Turf & the contractor.

### h. Invoicing

- i. Invoices should be invoiced by contracted role, be loosely itemised with key achievements which align with contracted responsibilities and deliverables, and submitted in day rate units, including restricted fund code where known.
- ii. **Most contracts will outline a fixed amount per month or intervals,** or payment schedule for invoicing a set amount each month.
- iii. 😑 Invoice template

# 14. Codirectorship

#### a. Qualities of CoDirectors

- i. CoDirectors should act as a point of consistency and continuity. This is why CoDirector positions are offered out to those with a two-year working relationship with the organisation as a first port of call, with training offered for those who need it.
- ii. After the trustees, CoDirectors are ultimately responsible for the organisation delivering on its charitable objectives and for any risks to the organisation, and this responsibility should be considered carefully considering Turf's nonhierarchial pay structure.
- iii. Those wanting to take on a CoDirectorship role should have long-term vision for and commitment to both the organisation and to Croydon. There is also a representative quality of CoDirectorship in leadership which represents the core values of the organisation as locally-led and focused this is why strong personal local connections are prioritised.

#### b. CoDirector recruitment

- i. Those with two years' working relationship within Turf will be offered CoDirectorship posts first, recruiting externally if there is no takeup or no viable options within those qualifying.
- ii. CoDirectors should be approved by current CoDirectors & trustees, and undertake a probationary period with trustees to review their suitability, with regular reviews thereafter as outlined in 12.e.

- iii. **CoDirectors are required to hand over other roles upon appointment** to avoid blurring of roles & responsibilities.
- iv. Turf should have a minimum of two and a maximum of three CoDirectors at a time.

# 15. Volunteers and interns

#### a. Avoiding reliance of free labour

In line with our values, Turf should work towards all individuals being paid with funds or opportunities equivalent to the same value of funds where possible, never committing to projects that rely wholly or heavily on volunteers.

#### b. Opportunities based on the removal of barriers

Turf prioritises volunteer recruitment in accessible ways, offering opportunities that allow marginalised communities to gain employment and work experience. Turf aims to become a Disability Confident employer.

### c. Volunteer and Intern policy

A policy outlining existing agreed terms for volunteers and interns is available <u>here</u> and should be read as part of their induction.

### 16. Benefits

### a. Wiggle time

i. 10% of contracted hours for those who this policy applies can be used as 'Wiggle Time' in order to ensure our creative practices remain active, contributory to Turf & vice versa. Wiggle Time is 10% of our time allocated for personal development within an area of our arts practice which relates to our roles at Turf and feeds back into the programme. Wiggle Time should be spent on things which are beneficial to both your practice and to Turf, e.g. Reading texts related to shows at Turf, Visiting other arts orgs and exhibitions that relate to Turf programme, Training and workshops that relate to our practice and work at Turf, Testing processes to be used in Turf workshops, Writing about things that are happening in the creative community, Attending

Studio Programme + Artist Dev workshops, Engaging in Turf programmes such as THE EXCHANGE

ii. Wiggle Time is tracked in the rota document and at monthly 1-2-1 check ins.

#### b. Use of facilities

- i. Free laserjet printing (induction required before use).
- ii. Free use of ceramics facilities (induction required before use).

# 17. Disciplinary processes

These processes were developed in collaboration with the full Turf team as of adoption of this policy.

#### a. Termination / dismissal

 In line with our contract terms, Turf may terminate or not renew a contract if an individual is in breach of any of the terms within their contract or this policy.

#### b. Role of board

i. **Turf's board have a legal obligation** to protect those who come into contact with us. They also have a legal obligation to protect the charity and ensure it is delivering on its charitable aims and not being brought into disrepute.

#### c. When disciplinary action takes place

i. Turf may need to take formal disciplinary action in circumstances where an individual to whom this policy applies is responsible for the following;

#### d. Ordinary misconduct

This means persistently breaking or ignoring the expectations we have of each other day-to-day.

#### **Examples of Ordinary Misconduct:**

Persistently being late

Example: Individual A is late more often than they are on time. Other team members have raised this feeling unfair.

Persistently treating the space or people within it with a lack of care.

Example: Individual A keeps leaving the front door unlocked, despite being reminded.

#### i. What do we do? Disciplinary process for Ordinary Misconduct

1. These issues can usually be resolved without board involvement.

- 2. The individual can continue working during the disciplinary period.
- 3. The individual will receive **3 written warnings by CoDirectors** ahead of disciplinary processes being triggered with Board involvement. These might be in Check In documents, via Email or Slack.
- 4. After this point the CoDirectors would assess;
  - a. The severity of the issue or concern whether it meets our definition of ordinary, serious or gross misconduct.
  - b. The number of times it has happened irregular vs. regular.
  - c. The documentation of any warnings or complaints.
  - d. Whether a rule or procedure in question is clear or unclear looking at policies and documentation, considering if it has been newly introduced and how it's been communicated, how well the rule is understood by others and how well it could be expected to be understood.
  - e. The experience of the team member if they are new into the role or an established team member
  - f. Any team feedback on the issue.
- 5. CoDirectors would then **call a meeting** with the individual, to see if a resolution can be reached. For Ordinary Misconduct, this will usually take the form of an action plan with necessary actions the CoDirectors and individual agree to rectify the situation which may include;
  - a. Additional training
  - b. Written clarification or targets or actions to be met.
  - c. Termination of contract
- 6. This plan, or meeting notes, **must** include a date for reassessment.
- 7. If no improvement is made, the process would follow ii.1.c with board involvement.

#### e. Serious Misconduct

This means behaviour which has caused serious harm to the organisation. These situations can be more nuanced than Gross Misconduct, as they can be down to error.

### These are issues which require swift, but not immediate, action to address and resolve.

Note that we have to act in line with this section of the policy if a formal complaint is made, including by other individuals to whom this policy applies, by the public or collaborators.

#### **Examples of Serious Misconduct:**

Bringing the charity into disrepute.

Example: Individual A posts derogatory comments about one of the charity's actions, beneficiaries or collaborators online.

Acting contrary to the charity's charitable aims.

Example: Individual A has been commissioning their friends and relatives for Turf opportunities.

Not delivering contracted work as agreed and expected, without clear communication to inform those affected and without improvement after being made aware of it.

Example: Individual A has not been progressing one of their key contract deliverables. CoDirectors have reminded them multiple times at check-ins and offered solutions, but work is still not progressing and it is beginning to put the people the organisation supports at risk.

# Major errors leading to loss of funds or partners

Example: Individual A has made an error in calculating artists fees and finds they do not have enough money to pay them for work already completed. They have had a formal complaint made against them,

# i. What do we do? Disciplinary process for Serious Misconduct

- a. The individual can, in most cases, continue working during the disciplinary period.
- b. The individual will receive **1 written warning by CoDirectors** ahead of disciplinary processes being triggered with Board involvement.
- c. At this point the board would assess;
  - i. The severity of the issue or concern whether it meets our definition of ordinary, serious or gross misconduct.
  - ii. The number of times it has happened irregular vs. regular.
  - iii. The documentation of any warnings or complaints.

- iv. Whether a rule or procedure in question is clear or unclear looking at policies and documentation, considering if it has been newly introduced and how it's been communicated, how well the rule is understood by others and how well it could be expected to be understood.
- v. The experience of the team member if they are new into the role or an established team member.
- d. The **board would then call a meeting** with the individual, to see if a resolution can be reached. For Serious Misconduct, this will usually take the form of an action plan with necessary actions the board and individual agree to rectify the situation which may include;
  - i. Additional training
  - ii. Written clarification or targets or actions to be met.
  - iii. Termination of contract
- e. This plan **must** include a date for reassessment.

#### f. Gross Misconduct

This means behaviour which has caused serious harm to another person or very serious harm to the organisation. These are severe issues needing immediate disciplinary action, and must be addressed and resolved before the team member can return to work, though in many cases are likely to end in dismissal. For example;

#### **Examples of Gross Misconduct:**

A person has been physically violent, is harassing others or acted in a gravely discriminatory manner (see 2d)

Example: Individual A calls a workshop attendee an offensive, discriminatory slur during a workshop.

Example: Individual A is repeatedly sending unwanted messages to a studio member of a personal nature.

#### Theft

Example: Individual A has used the Turf card, with intent, for personal purchases.

Example: Individual A has stolen a pair of headphones from Turf's store room.

A serious breach of health & safety regulations, or causing loss, damage, or injury through serious negligence.

Example: Individual A blocked a fire escape with materials. Individual B was injured trying to exit the building during an unexpected fire alarm.

Misuse of confidential information or a serious breach of confidence.

Example: Individual A took personal data about a person's health status and disclosed it to others outside the organisation.

Illegal activity on the charity's premises.

Example: Individual A was found taking drugs on the charity's premises.

### i. What do we do? Gross Misconduct

- a. These are severe issues needing immediate disciplinary action, and must be addressed and resolved before the team member can return to work, though in many cases are likely to end in dismissal.
- b. There is no warning required for Gross Misconduct to trigger disciplinary processes.
- c. Process would immediately follow ii.1.c with board involvement.

#### g. Charity guidance:

"If your charity has an income of more than £25,000 per year you need to report to the Charity Commission if there is a "serious incident". This is defined as including the loss of a charity's money or assets, damage to the charity's property, or harm to the charity's work, beneficiaries or reputation. There is an obligation to take immediate action to prevent or minimise further harm, loss or damage and an obligation to make a declaration to the Charity Commission in the Annual Return.

These obligations could affect your approach to disciplinary or performance issues relating to your employees. Where other employers have the freedom to turn a blind eye to behavioural issues on the part of their workforce and to choose which matters to take through a formal process and which to treat informally, as a charity you have to consider whether you are obliged to discipline in order to comply with these regulations.

Workers are entitled to be accompanied by a fellow worker or a trade union official of their choice at disciplinary and grievance hearings."

# 18. Feedback & Complaints procedure

Everyone has the right to complain, and Turf has outlined an informal structure <u>here</u>, to be communicated to all individuals to whom this policy applies, as well as contractors and participants.

# **Appendices**

- 1. What does care for each other look like? (Spring 2024)
- Offering hot drinks to each other when making one
- Asking if I'm ok
- Reading each others' access docs
- Stepping in to support / protect one another
- A morning check-in
- Being an accountability buddy for self-care (e.g making sure I take a proper break)
- Offering to divide front of house and quiet work within our working hours
- Communicating what we need on that day to feel safe in the space, for example saying if we are not very talkative that day
- Regular team meetings in which we can openly discuss feedback, wishes and critique
- Celebrating each others' successes
- Supporting each other to uphold these policies so we can act in unity
- 2. In progress employment policies

# **Employment contract**

Employees have the right to a written statement setting out the terms of an employment contract in writing. We issue this on or before an employee's first day.

# **Health and safety**

As an employer we commit to:

- conducting a health and safety risk assessment
- share a health and safety poster or leaflet with employees
- Having a written health and safety policy, setting out how we manage health and safety

# Flexible working

All employees with 26 weeks' service or more have the right to apply for flexible working.

### **Trade union membership**

All employees have the right:

- to belong or not belong to a trade union
- to time off to undertake trade union duties as a representative
- not to be refused employment because of membership or non-membership of a trade union.

#### **Dismissal**

All employees are entitled to not be 'unfairly dismissed'.

Employees with at least two years of continuous service have the right to complain to an employment tribunal within three months (normally) of their dismissal, if they believe it was unfair.

All employees are entitled to request the reasons for their dismissal in writing.

Sick pay

**Overtime** 

Maternity leave & pay

**Checking Right to Work status**