

## Disciplinary Procedure

### 1 Rules

- 1.1 The Company requires good standards of discipline from its staff, together with satisfactory standards of work. These disciplinary procedures apply to any misconduct or failure to meet standards of performance or attendance.
- 1.2 This procedure does not form part of your contract of employment. However, the Company will not depart from it without good reason.
- 1.3 The purpose of the procedure is to be corrective rather than punitive and it should be recognised that the existence of procedures such as these is to help and encourage you to achieve and maintain standards of conduct, attendance and job performance and to ensure consistent and fair treatment for all employees.
- 1.4 If your standard of work or conduct falls and, after warnings, remains below the level which is acceptable, you may be dismissed.
- 1.5 This procedure also applies to dismissal on the grounds of redundancy (except when 20 or more employees are to be dismissed within 90 days) and to the non-renewal of a fixed term contract following its expiry.
- 1.6 Summary dismissal without notice will take place in most cases where an act of gross misconduct is committed. Gross misconduct is any deliberate act by an employee that is seriously detrimental to the good conduct of the Company's business. Examples are given in clause 6.1 below.

### 2 Procedure

- 2.1 No formal disciplinary action will be taken until the matter has been fully investigated.
- 2.2 All formal disciplinary action will normally be conducted by your Line Manager.
- 2.3 Appeals will normally be conducted by the Managing Director.
- 2.4 The Company reserves the right to suspend you during formal disciplinary action. Any suspension will be on a paid basis and does not mean that the Company has prejudged the issue.
- 2.5 If formal disciplinary action is to be taken, you will normally be invited to attend a disciplinary meeting. The Company might not hold such a meeting with you in situations where the Company is not considering dismissal and the Company does not think that there is any real purpose in holding such a meeting (e.g. the issue is relatively minor or if you have admitted you were in the wrong and it does not relate to an act of gross misconduct or and it would be disproportionate to hold a meeting).

In any event, you would still have a right of appeal, and you will have the opportunity to attend a meeting during the appeal process.

- 2.6 Before any disciplinary meeting, you will be:
  - 2.6.1 informed in writing of the allegations/complaints against you and the basis of those allegations;
  - 2.6.2 given a reasonable opportunity to consider your response to that information; and

2.6.3 offered the opportunity to be accompanied by a work colleague or a trade union representative (see right to be accompanied below).

2.7 You must take all reasonable steps to attend the disciplinary meeting. At the meeting, you will be given a full opportunity to reply to the allegations, to put forward any defence or arguments relating to the allegations and to comment on what disciplinary sanction (if any) is to be taken, including any mitigation factors you wish to be taken into consideration. All the facts will be considered before any decision is reached. Occasionally you may be invited to attend a further meeting.

2.8 The outcome of the disciplinary meeting will be confirmed to you in writing. The letter will include a reminder of your right to appeal if you are not satisfied with the outcome.

### **3 Informal Verbal Warning**

3.1 After establishing the facts, the Company may consider (as in clause 2.5 above) that there is no need to hold a formal meeting with you, and that it is sufficient to talk the matter over with you and to give you an informal verbal warning. A note of the informal warning may be kept on your personnel file for 3 months for background purposes and would not normally be taken into account in the event of subsequent disciplinary procedures.

3.2 The purpose of an informal warning is to provide an opportunity for improvement or for the matter to be corrected without the necessity for formal disciplinary procedures to be instituted.

### **4 Formal Disciplinary Action**

#### Stage 1: Formal Verbal Warning

4.1 A record will be kept of the fact that a verbal warning has been given. You will be advised that it is a 'formal' verbal warning. The Company will inform you of the steps which must be taken to improve your conduct or performance and, where appropriate, a time limit for improvement. It will be made clear that any further misconduct or poor performance will result in further disciplinary action being taken. You will also be informed of your right of appeal.

4.2 A note will be made of the verbal warning and the period after which it will expire (normally 6 months). This note will be placed on your personnel file.

4.3 If your misconduct or poor performance is sufficiently serious, the Company may omit stage 1 and proceed straight to stage 2.

#### Stage 2: Written Warning

4.4 Where the matter is of a more serious nature, or where you have failed to meet the required standards after having received a formal verbal warning, you may be given a written warning.

4.5 This will state the nature of the complaint, the required standards that must be met and, where appropriate, a time limit for improvement. It will also state that further disciplinary action will follow if the required standards are not met or if there is further misconduct or poor performance.

- 4.6 You will be informed of your right of appeal, and how and where this should be made. A record of the warning and related discussions will then be placed on your personnel file. It will normally cease to have effect after 12 months.
- 4.7 If your misconduct or poor performance is sufficiently serious, the Company may omit stages 1 and 2 and proceed straight to stage 3.

#### Stage 3: Final Written Warning

- 4.8 For more serious matters, or where you have failed to meet the required standards after being warned, you may be given a final written warning. This will state the nature of the complaint, the required standards that must be met and, where appropriate, a time limit for improvement. It will also state that you will be dismissed if the standards are not met or if there is further misconduct or poor performance.
- 4.9 Again, you will have the right to appeal. A record of the warning and a note of all related discussions will be placed on your personnel file. Again, a final written warning will normally cease to have effect after 12 months.

#### Stage 4: Dismissal

- 4.10 Where there has been gross misconduct (in which case, stages 1, 2 and 3 may be omitted) or where you have failed to meet the required standards after due warnings have been given, you may be dismissed.
- 4.11 This will be confirmed in writing and will include details of the appeals procedure.
- 4.12 In cases of gross misconduct, the dismissal will normally be without notice (or pay in lieu of notice).
- 4.13 In extenuating circumstances, the Company may apply other sanctions such as disciplinary transfer, disciplinary suspension without pay, a demotion or a downgrading by notice in writing giving details of any consequential changes to your terms and conditions of employment. In particular the notice will give details of any reduction to your salary and/or of any loss of benefits and/or privileges consequent upon such sanction.

## **5 Right to be Accompanied**

- 5.1 You have the right to be accompanied at any disciplinary meeting by a single companion who is either:
  - 5.1.1 a work colleague; or
  - 5.1.2 a full-time official employed by a trade union or a lay official, so long as they have been certified in writing by their union as having experience of, or as having received training in, acting as a worker's companion at disciplinary or grievance hearings.
- 5.2 Your representative has the right to explain and sum up your case, and to respond to any views expressed at the meeting. S/he may not answer questions on your behalf. If your representative cannot attend on the date the Company has set for the meeting, the Company will always postpone the meeting where you provide a reasonable alternative date for that meeting within 5 days after the scheduled date. The Company may (at its absolute discretion) postpone the meeting until after your alternative date.

- 5.3 The Company shall permit a work colleague to take time off during working hours for the purpose of accompanying another of the Company's workers in accordance with clause 5.1.1 above.

## **6 Dismissal Without Notice – “Summary Dismissal”**

- 6.1 The Company regards certain issues as gross misconduct to warrant “summary dismissal” without prior warning. Examples of gross misconduct (although there may be other offences of similar gravity which are fundamentally damaging to the relationship of trust and confidence), include, but are not limited to:
- 6.1.1 acts of dishonesty where your conduct affects your ability or suitability for continued employment with the Company, e.g. theft, fraud, the deliberate falsification of Company records (time sheets and expenses) or failure to disclose correct information on an application form or CV.
  - 6.1.2 serious insubordination
  - 6.1.3 deliberate damage to, or misuse of, Company property
  - 6.1.4 serious breaches of the Company's Health and Safety rules or policy
  - 6.1.5 physical violence or aggressive behaviour
  - 6.1.6 indecent or immoral acts
  - 6.1.7 being under the influence of, or possessing, alcohol or illegal drugs during employment hours (unless you have been authorised to, and have been, entertaining clients, in which case a reasonable amount of alcohol consumption is permitted)
  - 6.1.8 bringing the Company into serious disrepute
  - 6.1.9 any breaches of confidentiality requirements in your contract of employment, other than minor breaches
  - 6.1.10 breaches of the Company's Email and Internet Policy, other than minor breaches; and
  - 6.1.11 breaches of the Company's Equal Opportunities Policy or Harassment Policy, other than minor breaches.
- 6.2 In the event of gross misconduct, disciplinary action could take the form of a demotion or a downgrading by notice in writing giving details of any consequential changes to your terms and conditions of employment. In particular the notice will give details of any reduction to your salary and/or of any loss of benefits and/or privileges consequent upon such sanction. This decision will be taken at our discretion.

## **7 Other Disciplinary Matters**

- 7.1 Matters which may justify invoking the disciplinary procedure but which do not amount to gross misconduct include, but are not limited to, the following:
- 7.1.1 refusal to obey a legitimate instruction

- 7.1.2 refusal to answer a question during the course of a properly constituted investigation
- 7.1.3 absence without permission, or persistent absence
- 7.1.4 poor timekeeping
- 7.1.5 failure to report damage to the Company's property
- 7.1.6 failure to carry out your duties adequately
- 7.1.7 breaches of the Company's rules, policies or practices
- 7.1.8 continued poor work performance, or a persistent failure to keep up-to-date with technical developments
- 7.1.9 improper use of Company equipment
- 7.1.10 breaches of the Company's Email and Internet Policy (not deemed serious enough for gross misconduct)
- 7.1.11 breaches of the Company's Equal Opportunities Policy or Harassment Policy (not deemed serious enough for gross misconduct); and
- 7.1.12 actions bringing the Company into disrepute (not deemed serious enough for gross misconduct).

## **8 Right of Appeal**

- 8.1 If you are not satisfied with any disciplinary decision, you may appeal, in writing, within 7 working days. Arrangements to hear the appeal will normally be made within 14 working days of receiving your written request. If the decision you are appealing against was a decision to dismiss you, the appeal may be heard after the dismissal has taken place.
- 8.2 All appeals must set out the grounds on which you are making the appeal.
- 8.3 The Company will invite you to attend an appeal meeting and remind you of your right to be accompanied.
- 8.4 The appeal meeting will be either:
  - 8.4.1 a full rehearing of the disciplinary charge, with the disciplinary decision being taken afresh; or
  - 8.4.2 a review of the original decision. You will have an opportunity to put forward, should you wish to do so:
    - 8.4.2.1 new evidence, which was not available during the first meeting; and/or
    - 8.4.2.2 complaints of flaws in the original decision-making process, such as a failure to follow procedures or a failure to give you a fair hearing.
- 8.5 However, if there was no meeting before the disciplinary decision was first taken, then at the appeal meeting there will be a full hearing of the matters in question.

- 8.6 The outcome of the appeal will take one of 3 forms:
- 8.6.1 the original decision will be upheld, in which case any disciplinary sanction will be confirmed; or
  - 8.6.2 the original decision will be overruled, in which case any disciplinary sanction will be rescinded; or
  - 8.6.3 the original decision will be substantially confirmed but a less severe sanction will be substituted for that originally imposed (usually in cases of appeals based on extenuating circumstances).
- 8.7 There is no further right of appeal.

**This policy applies at all times and to all work-related functions and activities**