

Disciplinary Procedure

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1. Introduction

The Company requires good satisfactory standards of work from its employees, together with that any concerns over employee performance are handled in a fair, consistent and timely manner, bringing about an improvement, and to protect the proper operation of the Company's business and the health and safety of its employees.

This procedure may be reviewed from time to time. Any amendments will be notified to employees by consultation and/or notice where appropriate.

Where time limits are specified in a collective agreement between the Company and a trade union, they may be varied by agreement.

During the probationary period, disciplinary and grievance procedure will not apply.

The Disciplinary Policy and Procedure will form part of the contract of employment.

2. Rules and Application

2.1 The following are examples of poor performance that will normally be addressed through the Company's disciplinary procedure:

2.1.1 Unsatisfactory performance;

2.1.2 Breaches of Company policies and procedures;

2.1.3 Inappropriate behaviour (e.g. drunkenness, etc.);

2.1.4 Bullying, harassment or sexual harassment;

2.1.5 Discrimination on grounds listed in the Company's Equality and Diversity Policy (e.g. race, sex, sexual orientation, age, gender reassignment, marital status);

2.1.6 Persistent lateness or absence;

2.1.7 Unacceptable absence, especially when unauthorised;

2.1.8 Serious or persistent failure to follow reasonable requests or instructions;

2.1.9 Abuse, misuse or damage to Company property or facilities;

2.1.10 Bribery offences under the Bribery Act 2010; and

2.1.11 [Use of Company time for personal reasons during

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work time e.g. mobile phones and internet access.]

2.2 Confidentiality:

2.2.1 Disciplinary matters will be treated with as high a degree of confidentiality as possible, particularly when the issue is of a sensitive nature.

2.2.2 Confidential disciplinary matters will be kept in the strictest confidence in accordance with Data Protection legislation. Confidentiality will be provided to the employee, although the employee has the right to withhold certain information (e.g. medical records).

2.3 Investigation:

2.3.1 The Company will promptly and thoroughly investigate any disciplinary matter that is brought to its attention. The employee concerned will be notified of the investigation as soon as possible and given the opportunity to be heard.

2.3.2 The employee will be invited to attend an investigatory interview. If the employee fails to attend a disciplinary meeting, the employee will be advised that the interview is an investigatory interview.

2.3.3 The Company will not permit the investigatory interview to proceed to a disciplinary meeting.

2.4 Suspension:

2.4.1 The Company may suspend an employee from work, normally for a limited period of working days, while a disciplinary investigation is being conducted.

2.4.2 Employees who are suspended are likely to last longer than the normal period of working days.

2.4.3 Suspension is not to be treated as disciplinary action. The Company will advise the employee of the reason for the suspension.

2.4.4 Employees may be suspended on full pay or on reduced pay but only if this is allowed for in the employee's contract and the Company is acting reasonably.

2.5 The Company reserves the right to:

2.5.1 monitor employees' use of Company property including telephone calls, email messages and internet access at any time, whether as part of a disciplinary investigation. Employees should therefore not consider such methods of communication to be confidential.

2.5.2 search an employee's personal effects, lockers, vehicles, vehicle or other Company property or premises where such action is considered necessary in the interests of the Company. A search will only be carried out if the employee has given their consent.

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3. Disciplinary Procedure

3.1 Informal Discussion

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3.2.3 The meeting
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3.2.5 Where the
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3.2.6 If the employ
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3.3 **Disciplinary meetin**

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3.3.3 The employe
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3.4 **Outcome of meetin**

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render the employee's position more severe, disciplinary action. The employee's position will remain 'live' <

more severe, disciplinary action. The period in which the warning will

3.4.3 *First Written Warning* If the employee is given a further written warning for misconduct or disciplinary action is required, time shall be notified that will be notified of the warning for 3 or 6 months>

For serious misconduct/poor performance, the Company will issue a written warning and stating that further misconduct or poor performance may result in further disciplinary action. Details as to the improvement required and details of any help available (including training). The employee shall be notified that the warning will remain 'live' <<e.g. 3 months> right to appeal against the warning.

3.4.4 *Final Written Warning* If the employee is sufficiently serious to improve since the first written warning, the final written warning of the misconduct will also warn of the time-scale for improvement. The employee will also warn of other contractual obligations. The employee will be notified of the warning for 3 or 6 months>

For serious misconduct/ poor performance or further misconduct or a failure to improve since the first written warning, the Company may issue a final written warning. Details of the complaint and nature of the improvement required, the details of any help available. It may lead to dismissal or some other action. The employee shall be notified that the warning will remain 'live' <<e.g. 3 months> right to appeal against the warning.

3.4.5 *Dismissal / Contract Termination* If the employee fails to improve since the final written warning, the Company may dismiss the employee or take some other action short of dismissal or disciplinary suspension. The employee will be notified of the reasons for dismissal/or termination (if applicable) and the reasons for dismissal/or termination (if applicable) reasonably possible by a manager.

If the employee has been further misconduct or failure to improve since a final written warning the Company may dismiss the employee or take some other action short of dismissal or disciplinary suspension. The employee will be notified of the reasons for dismissal/or termination (if applicable) and the reasons for dismissal/or termination (if applicable) reasonably possible by a manager.

3.4.6 *Dismissal without Notice* If the employee has been gross misconduct, the employee may be summarily dismissed without notice. The employee will be notified of the reasons for dismissal without notice and this will be confirmed in writing.

If the Company establishes that there has been gross misconduct, the employee may be summarily dismissed i.e. without notice. The Company will follow a fair disciplinary procedure to dismiss without notice and this will be confirmed in writing (see Misconduct section below).

3.5 **Appeal**

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3.5.1 Employees have the right to appeal against any formal disciplinary action. An appeal shall be considered against an informal oral warning. The appeal shall be considered against the disciplinary action within <<5>> working days of the date of the disciplinary action.

Employees have the right to appeal against any formal disciplinary action. An appeal shall be considered against an informal oral warning. The appeal shall be considered against the disciplinary action within <<5>> working days of the date of the disciplinary action.

3.5.2 The employee shall be notified in writing, and shall be given the opportunity to make an appeal, the reasons for the finding that the employee has committed acts of misconduct and/or poor performance against the le

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3.5.3 The Company shall, where possible, be dealt with by a manager, preferably more senior, than the employee concerned. If this is not practical, the manager may handle both the disciplinary and the appeal.

without unreasonable delay and shall be dealt with by a manager, preferably more senior, than the employee concerned. However, where this is not practical, the manager may handle both the disciplinary and the appeal. The manager will act as impartially as possible.

3.5.4 The outcome of the appeal shall be confirmed in writing within <<5>> working days of the date that the appeal is made at this stage will be final and there is no further appeal.

confirmed in writing within <<5>> working days of the date that the appeal is made at this stage will be final and there is no further appeal.

4. Special Cases

4.1 Where disciplinary action is taken against an employee who is a member of an accredited trade union, the above procedure will not be followed until the Company has had the prior agreement of the permanent union official. The Company shall, however, be able to suspend the employee in the event of a suspected or known incident of gross misconduct.

disciplined against an employee who is a member of an accredited trade union recognised by the Company, the above procedure will not be followed until the Company has had the prior agreement of the permanent union official. The Company shall, however, be able to suspend the employee in the event of a suspected or known incident of gross misconduct.

4.2 An employee being absent from work as a result of a criminal offence or alleged offence of a type of work. There shall be no consideration whether the employee was absent solely because they were absent from work as a result of a criminal offence or alleged offence of a type of work. There shall be no consideration whether the employee was absent solely because they were absent from work as a result of a criminal offence or alleged offence of a type of work.

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5. Gross Misconduct

5.1 In the event that an employee is found to be guilty of an act of gross misconduct, the Company is entitled to terminate the employee's contract of employment without notice.

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5.2 The following non-exhaustive list of examples of offences that the Company will normally regard as constituting gross misconduct:

The following non-exhaustive list of examples of offences that the Company will normally regard as constituting gross misconduct:

5.2.1 Theft, fraud, or dishonesty;

falsification of records;

5.2.2 Fighting, assault or sexual harassment;

misconduct;

5.2.3 Deliberate damage to Company property;

deliberate damage to Company property;

5.2.4 Deliberate use of Company equipment to access or distribute material of a pornographic or inappropriate nature;

deliberate use of Company equipment to access or distribute material of a pornographic or inappropriate nature;

5.2.5 Incapability or incompetence;

consumption of alcohol or drugs;

5.2.6 Possession, use or distribution of illegal drugs on Company premises;

possession, use or distribution of illegal drugs on Company premises;

5.2.7 Serious breach of Company policies and procedures;

serious breach of Company policies and procedures;

5.2.8 Serious negligence, damage or injury;

serious negligence, damage or injury;

5.2.9 Conviction of a criminal offence which renders them unsuitable for their employment work;

conviction of a criminal offence which renders them unsuitable for their employment work;

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5.2.10 Conduct likely

name into disrepute;

5.2.11 Bullying, hara

discrimination;

5.2.12 Accepting bri

5.2.13 Serious breac

anti-bribery policy;

5.2.14 Gross neglig

5.2.15 Drunkenness

ence of illegal drugs at work;

5.2.16 Possession o

on the Company's premises;

5.2.17 Serious acts

5.3 If the Company decid
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Disciplinary Procedu

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of notice the Company must be
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6. Data Protection

The Company shall process
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will be held securely and
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during the investigation process
e with its Data Protection Policy.
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This procedure has been approv

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sources Manager>>

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