Community HeARTs - Disciplinary Policy

1. **Overview**
   - 1.1. This policy covers the Company's procedure relating to disciplinary issues, where there is suspicion of misconduct.
   - 1.2. It applies to all employees. It does not apply to self-employed contractors, workers and agency workers.
   - 1.3. This policy does not form part of your employment contract, and we may update it at any time. We will normally follow it in a disciplinary situation but are not obliged to do so (particularly if you are in your probationary period).

2. **When we will take informal action**
   - 2.1. Sometimes we will choose to discuss a disciplinary issue with you instead of taking formal action. In that case, we may issue a Letter of Concern after our discussion.
   - 2.2. I if a discussion fails to resolve the problem, or we feel that approach is inappropriate in the circumstances, we will normally use this formal procedure.

3. **How we investigate**
   - 3.1. We will not take disciplinary action without inviting you to a formal meeting. Depending on the circumstance that meeting may be the only meeting we invite you to attend. In other words, there may not be separate meetings for the investigation and disciplinary stages.
   - 3.2. If you face a misconduct allegation, you may be suspended. Suspension is a neutral act, normally intended to cause the least disruption to the business while we investigate. If we suspend you:-
     - 3.2.1. You must stay away from work, not visit any Company premises or make contact with staff, clients, suppliers or contractors (unless we authorise this in writing). But if you want to contact somebody specifically to ask them to be a witness, or to accompany you at a meeting under this policy, then you may do so without asking us first;
     - 3.2.2. Suspension will be on full pay, unless your contract or this policy says otherwise;
     - 3.2.3. If pre-approved holidays fall during a period of suspension, they will still count as holiday leave and will be deducted from your holiday entitlement as normal.
   - 3.3. If you lodge a grievance while we are investigating a disciplinary matter, we will not normally put the disciplinary process on hold. If the subject of your grievance is linked to the matters involved in the disciplinary investigation, or the process we are following, then we will normally consider the matters you raise as part of the disciplinary process and not start a separate grievance process.

4. **Your right to be accompanied**
   - 4.1. You are entitled to be accompanied by a colleague or trade union representative at any meeting where you face formal sanctions (including dismissal). If we are holding separate investigation and disciplinary meetings, then your right to be accompanied only applies to the disciplinary meeting.
   - 4.2. If you want to exercise this right, you should tell us as soon as possible who you want to accompany you. It is your responsibility to arrange for them to attend. If you choose a work colleague, we will not prevent them from attending, but we may rearrange the meeting if their absence from work could cause operational problems.
   - 4.3. Your colleague or union representative can, if you prefer, explain the key points of your case to the meeting and can respond on your behalf. You can also confer with them during the meetings. However, they must not answer questions put directly to you or try to prevent us asking questions or outlining our arguments.

5. **How we carry out the formal meeting**

5.1. We will write to you to tell you:

5.1.1. When and where your disciplinary meeting will take place;

5.1.2. The details of the allegation of misconduct made against you; and

5.1.3. The possible consequences.

5.1.4. We will include copies of any witness statements and other relevant documents, unless there is a good reason not to do so.

5.2. You are entitled to bring a companion with you to the meeting - see above at paragraph 4 for details of what they can and cannot do.

5.3. You must let us know as soon as possible if you want to bring your own witnesses to the meeting and/or you have documents or other evidence you want to present.

5.4. It is your responsibility to attend the meeting but, if you cannot, we will normally reschedule it - provided we are satisfied with your explanation for why you cannot attend. We will not reschedule, however, if it is likely to lead to unreasonable delay. We may have to make our decision without you being present, and we will in any case only reschedule the meeting once, unless there are very good reasons to justify a second rescheduling.

5.5. We may record the meeting, but we will not do so without telling you. You are welcome to record the meeting if you wish, but please tell us as we think it is discourteous to the managers involved for you to make a covert recording. You will also get a better quality recording if you do it openly rather than covertly.

5.6. We will go through all the details at the meeting so that you understand the allegation of misconduct made against you. We will also outline the evidence we found when we carried out our investigation.

5.7. We will give you the time you need to respond to the allegations made against you and to put your own case. We will also give you the opportunity to ask us questions, to present your own evidence, to call your own witnesses, and to respond to evidence the Company's witnesses put forward. If there are any questions you want us to put to the Company's witnesses, please tell us and (unless there is a good reason not to) we will make sure they are asked.

5.8. We will send you our written decision. We try to do this within two weeks of the disciplinary meeting.

6. **The disciplinary action and dismissal process**

6.1. There are three stages of our procedure for dealing with cases of misconduct.

6.1.1. **First stage:** We will issue you with a first written warning. Unless you already have active written warnings relating to disciplinary matters on your work record, a first written warning will usually remain in place for 12 months from the date you are notified of the decision. It will then be removed from your record.

6.1.2. **Second stage:** If there is an active first written warning on your record and you are involved in further misconduct, we will usually issue you with a final written warning**.** In serious cases of misconduct, we may issue a final written warning *without* first issuing a first written warning. In either case, the final written warning remains active for 12 months from the date you are notified of the decision. It will then be removed from your record.

6.1.3. **Third stage:** If there is an active final written warning against you and you are involved in further misconduct, you may be dismissed. You may also be dismissed for a serious case of misconduct, or if you are involved in gross misconduct. We explain what 'misconduct' and 'gross misconduct' mean in the lists given below.

6.2. Sometimes we are prepared to explore other actions short of dismissal. These may include deploying you to a different role, demoting you, and/or extending your final written warning period to allow us further time to review how you respond. Redeployment or demotion may result in a reduction in pay.

7. **Your right to appeal**

7.1. You have the right to appeal against any disciplinary decision taken against you. To do this, you need to respond within a week of being told of the action by writing directly to whoever is named in the letter you received. In your response to that letter, you must explain exactly why you are appealing.

7.2. We will invite you to an appeal meeting. Wherever possible, the appeal meeting will not be led by the manager who held the meeting at which we decided what disciplinary action to take. You may be accompanied by a trade union representative or work colleague, in line with the process outlined in paragraph 4 above.

7.3. Our final decision will be sent to you in writing. We try to do this within two weeks of the appeal meeting. You do not have any further right to appeal against our decision.

8. **How we define 'gross misconduct' and 'misconduct'**

8.1. You will usually be dismissed without warning, without notice, and without payment in lieu of notice if we find you have committed an act of gross misconduct. This is known as summary dismissal.

8.2. The following list gives examples of what we would normally regard as gross misconduct likely to lead to summary dismissal. This list is not exhaustive and should be referred to as a guide.

8.2.1. Bullying or physical violence

8.2.2. Fraud, theft, or any act of dishonesty

8.2.3. Altering records, such as sales records, to put yourself in a better light even if there is no immediate financial benefit to you

8.2.4. Malicious misuse of any of our procedures, for example if you make up allegations when taking out a grievance against someone

8.2.5. Serious negligence or carelessness, particularly if it leads to us losing trust and confidence in you

8.2.6. Serious health and safety breaches

8.2.7. Serious breach of data protection legislation or our data protection policy

8.2.8. Serious and intentional damage to Company property

8.2.9. Unlawful harassment or discrimination

8.2.10. Viewing, receiving, or sending anything that breaches our Harassment and Bullying Policy or Equal Opportunities Policy

8.2.11. Knowingly accessing websites containing offensive, obscene or pornographic material

8.2.12. Misuse of internal email, external email or other internet and computer-based facilities including the storage and/or transmission of obscene, illicit or undesirable material.

8.2.13. Serious insubordination or refusal to obey management instructions

8.2.14. Serious breaches of confidence

8.2.15. Covertly recording your colleagues, or any management (or other) meeting where the participants do not know you are recording it

8.2.16. Being under the influence of, or possessing, illegal drugs

8.2.17. Being under the influence of alcohol, unless this is with your manager's express knowledge and permission — for example, where you are involved in entertaining on the Company's behalf

8.2.18. Conduct that violates common decency, or engaging in behaviour that might bring the Company's name into disrepute.

8.3. The following list gives examples of what we would normally regard as misconduct (but not gross misconduct). This list is not exhaustive and should be referred to as a guide.

8.3.1. Minor breaches of Company policy

8.3.2. Minor breaches of your employment contract

8.3.3. Unauthorised use of, or damage to, Company property

8.3.4. Absence from work that has not been authorised

8.3.5. Poor attendance and timekeeping

8.3.6. Refusing to follow instructions, where it is not serious enough to be gross misconduct
8.3.7. Making an excessive number of personal calls using Company phones
8.3.8. Sending and receiving an excessive number of personal emails
8.3.9. Using the internet or email for personal purposes, other than on an occasional basis
8.3.10. Using obscene language or otherwise behaving offensively
8.3.11. Being careless when carrying out your duties
8.3.12. Wasting time during your contracted working hours
8.3.13. Smoking in areas where smoking is not allowed.

9. **Sickness Absence during a disciplinary process**

9.1. Should you be absent for reason of sickness once you have been notified of a disciplinary investigation meeting or disciplinary hearing, you will be paid under our Sickness Policy (which may not involve being paid full pay). The Company may decide not to pay you any Company sick pay during that period of sickness absence, even it would normally pay you Company sick pay. Your rights to SSP would be unaffected.

9.2. If you say you are unable to attend a disciplinary hearing due to sickness, we will offer you a new date for the hearing. However, if you are unable to attend a hearing within what we consider to be a reasonable period of time, then we will look at alternative ways of conducting the hearing. This may involve conducting the hearing by phone, inviting you to send written submissions or a colleague to attend on your behalf.