



## Disciplinary Procedure

Whilst the Company does not wish to impose unreasonable rules of conduct on its employees, certain standards of behaviour are necessary to maintain good employment relations and discipline in the interest of all employees. As a nursery we comply with the Codes of Practice set out by the SSSC.

The Company prefers that discipline be voluntary and self-imposed and in the great majority of cases this is how it works. However, from time to time, it may be necessary for the Company to take action towards individuals whose level of behaviour or performance is unacceptable.

With the exception of the section entitled 'alternative disciplinary sanction', this disciplinary procedure is entirely non-contractual and does not form part of an employee's contract of employment.

Minor faults will be dealt with informally through counselling and training. However, in cases where informal discussion with the employee does not lead to an improvement in conduct or performance or where the matter is considered to be too serious to be classed as minor, for example, unauthorised absences, persistent poor timekeeping, sub-standard work performance, etc the following disciplinary procedure will be used. At all stages of the procedure, an investigation will be carried out.

The Company will notify the employee in writing of the allegations against him or her and will invite the employee to a disciplinary hearing to discuss the matter. The Company will provide sufficient information about the alleged misconduct or poor performance and its possible consequences to enable the employee to prepare to answer the case. This will include the provision of copies of written evidence, including witness statements, where appropriate.

Having given the employee reasonable time to prepare their case, a formal disciplinary hearing will then take place, conducted by a manager, at which the employee will be given the chance to state his or her case, accompanied if requested by a trade union official, a trade union representative or a fellow employee of his or her choice. The employee must make every effort to attend the hearing. At the hearing, the employee will be allowed to set out their case and answer any allegations and will also be given a reasonable opportunity to ask questions, present evidence, call relevant witnesses and raise points about any information provided by witnesses.

Please note that it is prohibited for employees to record (whether covertly or otherwise) the proceedings at the disciplinary hearing, and at any appeal hearing, without the express permission of the Company. If the Company discovers that an employee has done this covertly, he or she could be subject to further disciplinary action.

Following the hearing, the Company will decide whether or not disciplinary action is justified and, if so, the employee will be informed in writing of the Company's decision in accordance with the stages set out below and notified of his or her right to appeal against that decision. It should be noted that an employee's behaviour is not looked at in isolation but each incident of misconduct is regarded cumulatively with any previous occurrences.

### **Stage 1: Written warning**

The employee will be given a formal WRITTEN WARNING. He or she will be advised of the reason for the warning, how they need to improve their conduct or performance, the timescale over which the improvement is to be achieved, that the warning is the first stage of the formal disciplinary procedure and the likely consequences if the terms of the warning are not complied with. The written warning will be recorded but nullified after six months, subject to satisfactory conduct and performance.

### **Stage 2: Final written warning**

Failure to improve performance in response to the procedure so far, a repeat of misconduct for which a warning has previously been issued, or a first instance of serious misconduct or serious poor performance, will result in a FINAL WRITTEN WARNING being issued. This will set out the nature of the misconduct or poor performance, how he or she needs to improve their conduct or performance, the timescale over which the improvement is to be achieved and warn that dismissal will probably result if the terms of the warning are not complied with. This final written warning will be recorded but nullified after twelve months, subject to satisfactory conduct and performance. However, the Company reserves the right to extend the validity of the final written warning to a maximum of three years in cases of very serious misconduct or where the employee has a history of misconduct issues.

### **Stage 3: Dismissal**

Failure to meet the requirements set out in the final written warning will normally lead to DISMISSAL with appropriate notice. A decision of this kind will only be made after the fullest possible investigation. Dismissal can only be authorised by a Director. The employee will be informed of the reasons for dismissal, the appropriate period of notice, and the date on which his or her employment will terminate and how the employee can appeal against the dismissal decision.

### **Gross misconduct**

Offences under this heading are so serious that an employee who commits them will normally be summarily dismissed. In such cases, the Company reserves the right to dismiss without notice of termination or payment in lieu of notice. Examples of gross misconduct include:

- Any breach of the criminal law, such as theft.
- Any unauthorised possession or removal of Company products or property, or property belonging to another employee, client, customer or visitor, fraud (including making fraudulent or false expense claims), deliberate falsification of records, false declarations in connection with employment or applications for employment or any other form of dishonesty.
- Using the Company's property, materials or equipment to carry out work for third parties on a personal basis without permission.
- Misuse of Company benefits, such as improper use of a staff discount card.
- Offering, promising or giving a bribe or requesting, agreeing to receive or accepting a bribe or bribing a foreign public official in connection with employment.
- Wilfully or negligently causing harm or injury to another employee, client, customer or visitor, physical violence, assault, fighting, bullying or grossly offensive, abusive or aggressive behaviour or language.
- Deliberately or negligently causing damage to the Company's property, or to property belonging to another employee, client, customer or visitor.
- Vandalism of, or otherwise intentionally interfering with, the Company's computers or computer or telephone network.

- Serious carelessness or gross negligence that causes loss, damage or injury.
- Dereliction of duty, including sleeping whilst at work and undertaking unauthorised activities during normal working hours.
- Wilful refusal to obey a reasonable management instruction or serious insubordination.
- Serious incapacity at work through an excess of alcohol or illegal drugs, whether consumed on or off Company premises but which affects the employee's ability to carry out their job duties whilst at work.
- Bringing illegal drugs or other illegal substances or items or weapons on to Company premises.
- Smoking on Company premises, other than in designated outside smoking areas.
- Logging on to sexually explicit websites, downloading or circulating pornographic or other offensive, illegal or obscene material or using the internet or e-mail for gambling, illegal activities or the sending of offensive e-mails to work colleagues (in the latter case, including from the employee's home computer in their own time).
- Engaging in sexual activity on Company premises at any time.
- Posting derogatory, offensive, discriminatory or defamatory comments online (for example, on social media websites) about the Company, its employees, clients or customers or otherwise conducting themselves online in a way that is detrimental to the Company or brings the Company into serious disrepute.
- A serious breach of health and safety rules, including acts or omissions which endanger the safety of another employee, client, customer or visitor.
- A serious breach of security rules.
- Discriminating against, harassing, bullying or victimising another employee, client, customer or visitor because of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race (including colour, nationality and ethnic or national origins), religion or belief, sex and/or sexual orientation.
- A serious breach of confidentiality, including unauthorised access of computer and personnel records and communicating or leaking trade secrets or confidential information about the Company or its employees, clients or customers to third parties.
- Working for a competitor without permission.
- Engaging in an unauthorised activity which conflicts with the interests of the Company or its clients or customers.
- Breaching copyright or any other proprietary interest belonging to the Company.
- Knowingly breaking a legal requirement in connection with employment.
- Bringing the Company into serious disrepute, even if done in the employee's own time.
- Unauthorised absence, including failure to return from a period of annual leave or other approved leave of absence.

The above is intended as a guide and is not an exhaustive list.

#### **Alternative disciplinary sanction**

As an alternative to issuing a final written warning or as an alternative to dismissal, the Company reserves the right to demote an employee for a fixed period, but for no longer than [three] months. This will be done by notice in writing to the employee. The Company also reserves the right to impose a reduction in the employee's salary for the period of demotion and the written notice will detail any changes to the employee's terms and conditions of employment arising from such demotion. In particular, the notice will give details of any reduction to salary and/or loss of benefits arising from the demotion.

Where demotion is used as an alternative to summary dismissal for gross misconduct, the Company may also issue the employee with a final written warning.

This section of the disciplinary procedure is contractual.

### **Suspension**

In the event of serious or gross misconduct, an employee may be suspended while a full investigation is carried out. Such suspension will be on full basic pay. Suspension is a neutral act, which does not imply guilt or blame, and will be for as short a period as possible. Suspension is not considered a disciplinary action.

### **Appeals**

An employee may appeal against any disciplinary decision, including dismissal, to a Director of the Company within five working days of the decision. Appeals should be made in writing and state the grounds for appeal. The employee will be invited to attend an appeal hearing chaired by a senior manager or a Director.

At the appeal hearing, the employee will again be given the chance to state his or her case and will have the right to be accompanied by a trade union official, a trade union representative or a fellow employee of his or her choice.

Following the appeal hearing, the employee will be informed in writing of the results of the hearing. The Company's decision on an appeal will be final.

### **Employees with short service**

This disciplinary procedure does not apply to any employee who has been employed by the Company for less than two years.