

# Code of Conduct and Disciplinary proceedings - Part of Employee Handbook



## **1 Introduction**

- 1.1 The Disciplinary Procedure set out below is designed to ensure that all employees of the Company are treated fairly and consistently, to ensure the efficient and safe performance of work and to promote the maintenance of good relations between colleagues and between employees and their managers.
- 1.2 You should familiarise yourself with and abide by the Code of Conduct and Disciplinary Procedure. The Disciplinary Procedure [*has been agreed in consultation with [trade union/staff association/employees] and*] applies to all employees.
- 1.3 The Disciplinary Procedure will be used where there are possible issues of misconduct. This procedure does not apply to cases where you fail to perform to the required standard as a result of lack of skill, capability or training or have genuine sickness absence. In those cases, reference should be made to the Capability Procedure.
- 1.4 The Disciplinary Policy and Procedure is for guidance only. It is intended only as a statement of the Company's policy and does not form part of any contract of employment or otherwise have contractual effect. The Company reserves the right to make additions or alternations to the policy from time to time and you will be notified of any such additions or alterations.
- 1.5 Where appropriate, reference to the Company includes all group companies.

## **2 Code of conduct**

- 2.1 The Code of Conduct is designed to cover the main areas of the standards of behaviour and performance required by the Company. The Code includes:
  - 2.1.1 Company rules (See Section 2.3 below) with which you are required to comply;
  - 2.1.2 examples of misconduct falling short of gross misconduct (See Section 2.4 below); and
  - 2.1.3 examples of misconduct which the Company normally regards as gross misconduct (See Section 2.5 below).
- 2.2 A breach of the Company rules will render you liable to disciplinary action in accordance with the Disciplinary procedure. An instance of gross misconduct will normally render you liable to dismissal without notice.

### **2.3 Company rules**

The Company rules and the examples of misconduct are not exhaustive. You are under a duty to comply with the standards of behaviour and performance required by the Company and to behave in a reasonable manner at all times. The Company rules include the following:

- 2.3.1 you are required to comply with the rules relating to notification of absence [*which are set out in the Company's Sickness and attendance policy and procedure*];
- 2.3.2 you are required to arrive at work promptly, ready to start work at your contracted starting times, and are required to remain at work until your contracted finishing times;
- 2.3.3 you may be required to work additional hours at short notice, as the needs of the business require;
- 2.3.4 you must obtain management authorisation if for any reason you wish to arrive later or leave earlier than your normal start and finish times;

- 2.3.5 the Company reserves the right not to pay you in respect of working time lost because of poor timekeeping;
- 2.3.6 persistent poor timekeeping will result in disciplinary action;
- 2.3.7 you are solely responsible for your own time recording on commencing and finishing work. Any errors or omissions must be corrected by you and raised with management who will authorise or endorse any amendment;
- 2.3.8 you are required to maintain satisfactory standards of performance at work, a high level of quality, accuracy and diligence;
- 2.3.9 you are required to keep confidential, both during your employment and at all times after its termination, all information gained in the course of your employment about the business of the Company, and that of the Company's customers, suppliers and business partners, except in circumstances in which you are required to disclose information by law or in the course of the performance of your duties with the Company;
- 2.3.10 you are not permitted to engage in any activity outside your employment with the Company which could reasonably be interpreted as competing with the Company;
- 2.3.11 you are required to dress in a manner appropriate to the function in which you are engaged;
- 2.3.12 you may be required from time to time to undertake duties outside your normal job remit;
- 2.3.13 you may be required from time to time to work at locations other than your normal place of work;
- 2.3.14 you are required to co-operate fully with your colleagues and with management and to ensure the maintenance of acceptable standards of politeness;
- 2.3.15 you are required to take all necessary steps required to safeguard the public image of the Company and preserve positive relationships with its customers;
- 2.3.16 you are required to comply with the Company's [*Operating Policies and Procedures*];
- 2.3.17 you are required to ensure that you do not breach the Company's policies on [*equal opportunities*][*equality*]/bullying;
- 2.3.18 you are required to gain an understanding of the Company's [*Health and Safety Procedures*], observe them and ensure that safety equipment and clothing is always used;
- 2.3.19 all accidents, however minor, must be reported to management as soon as possible, and an entry made in the Company's accident book;
- 2.3.20 you are not permitted to make use of the Company's communication systems without management permission;
- 2.3.21 Company property and equipment must not be taken from the Company's premises other than for use on authorised Company business;
- 2.3.22 you are solely responsible for the safety of your personal possessions while in the Company's premises. You must ensure that your possessions are at all times kept in a safe place; and

2.3.23 if you find an item of personal property on the premises you are required to inform management immediately.

## **2.4 Misconduct (falling short of gross misconduct)**

Set out below are examples of behaviour which the Company treats as misconduct falling short of gross misconduct. Such behaviour will normally render you liable to sanction under the Disciplinary Procedure. You should note that this list is not exhaustive:

- 2.4.1 failure to adhere to working hours, eg persistent lateness;
- 2.4.2 unauthorised absence;
- 2.4.3 unacceptable level of absence;
- 2.4.4 failure to follow the Company's procedures (other than very serious failures which may constitute gross misconduct);
- 2.4.5 breach of the Company's policies;
- 2.4.6 inappropriate dress or appearance which is below acceptable standards; and
- 2.4.7 being an accessory to a disciplinary offence by another employee.

## **2.5 Gross misconduct**

Set out below are examples of behaviour which the Company treats as gross misconduct. Such behaviour will normally render you liable to dismissal without notice. You should note that this list is not exhaustive:

- 2.5.1 theft, dishonesty, or fraud;
- 2.5.2 assault, act of violence, or aggression;
- 2.5.3 unacceptable use of obscene or abusive language (including language of a discriminatory nature);
- 2.5.4 possession or use of non-prescribed drugs on Company premises or during working hours;
- 2.5.5 possession or consumption of alcohol on Company premises or during working hours, other than on occasions approved by the Company;
- 2.5.6 serious incapability at work brought on by alcohol or non-prescribed drugs;
- 2.5.7 wilful damage to the Company's property or the property of its employees or customers, suppliers or business partners;
- 2.5.8 serious insubordination;
- 2.5.9 falsification of records or other Company documents, including those relating to obtaining employment;
- 2.5.10 unlawful discrimination, harassment or bullying;
- 2.5.11 refusal to carry out reasonable management instructions;
- 2.5.12 gambling, bribery or corruption;
- 2.5.13 acts of indecency or sexual harassment;

- 2.5.14 serious breach of the health and safety policies and procedures, or endangering the health and safety of a fellow employee, client or third party;
- 2.5.15 *[breach of the Company's policy regarding smoking;]*
- 2.5.16 breach of confidentiality, including the unauthorised disclosure of Company business to the media or any other party (subject to the Public Interest Disclosure Act 1998);
- 2.5.17 unauthorised access to or use of computer data or computer hardware;
- 2.5.18 copying of computer software, other than when authorised in the employee's normal course of employment;
- 2.5.19 bringing the Company into disrepute;
- 2.5.20 misuse of the Company name;
- 2.5.21 serious breach of the Company's policies or procedures;
- 2.5.22 serious negligence which causes or might cause unacceptable loss, damage or injury; or
- 2.5.23 conviction of a criminal offence (except for minor road traffic offences) that impacts on your suitability to do your job or your relationship with the Company, your work colleagues or the Company's customers, suppliers or business partners.

### **3 Disciplinary procedure**

- 3.1 The Company recognises the importance of dealing with disciplinary matters without undue delay.
- 3.2 If you, or your chosen companion, have any difficulty at any stage of the procedure because of a disability or a medical condition, you should contact *[insert title of Manager/HR]*. *[At each stage of the procedure where appropriate we will consider whether there are any reasonable adjustments that could be made to assist you or your chosen companion.]*

### **3.3 Investigation**

- 3.3.1 If any complaint of misconduct is made against you, an investigation will usually be carried out by *[an appropriate senior manager]* of the Company. The Company will, at its sole discretion, determine who is an appropriate person to carry out the role of the investigating officer (the 'Investigating Officer'). You must cooperate fully and promptly in any investigation.
- 3.3.2 On completion of the investigation, the Investigating Officer will recommend whether a disciplinary hearing should be convened or some other steps taken in relation to the situation.
- 3.3.3 You do not have a statutory right to be accompanied at any investigatory meeting *[but may request to be accompanied by a work colleague or trade union representative. Whether or not such a companion is allowed and, if they are, what their role is will be, is a matter for the Company's absolute discretion]*.

### **3.4 Suspension**

If the Company has any grounds to believe that you may be guilty of misconduct which the Company considers (at its absolute discretion) to be serious misconduct, where relationships have broken down, or where the Company has any grounds to consider that its property or responsibilities to other parties are at risk, or where the Company considers in its absolute

discretion that your continued presence at the Company's premises would hinder an investigation, the Company will be entitled to suspend you on full pay. Any such suspension will normally last only as long as required to enable an investigation into the circumstances giving rise to such belief of serious misconduct to be carried out and any disciplinary hearing to be convened. Any such period of suspension is not a punishment, nor considered as disciplinary action against you, nor does it imply that any decision has been taken about your case.

### **3.5 [Mediation**

**In some cases, the Company may decide that it is appropriate to use an internal or external mediator, as part of or alongside the disciplinary process, to help you and the Company to reach agreement on the best way forward. The Company will seek your agreement prior to any mediation being commenced. [Optional Paragraph]**

### **3.6 Attendance at disciplinary and appeal hearings**

You should make every effort to attend any disciplinary hearing (including any appeal hearing). If either you or the person accompanying you cannot attend on the proposed date for the hearing, you may suggest a reasonable alternative date, which must be within five working days of the date first proposed. This five-day time limit may be extended by mutual agreement between you and the Company. If you fail to attend any re-arranged hearing without good cause, the Company will be entitled to make a decision on the evidence available at the re-arranged hearing in your absence.

### **3.7 Right to be accompanied at disciplinary and appeal hearings**

3.7.1 You are entitled to be accompanied at any disciplinary hearing (including any appeal hearing) by a fellow work colleague of your choice or trade union representative who meets the statutory requirements. Please note that it is your responsibility to secure the attendance at any hearing of any fellow work colleague. You may not be accompanied by:

- (a) any other person, such as a relative, without the prior agreement of the Company;
- (b) a legal representative; or
- (c) a person whose presence the Company reasonably considers would prejudice the hearing, or
- (d) a person from a remote geographical location if someone suitable and willing is available on site.

3.7.2 The person accompanying you is entitled to address the hearing to put and sum up your case, respond on your behalf to any views expressed at the hearing and confer with you during the hearing. The person accompanying you does not have the right to answer questions on your behalf, address the hearing if you do not wish it or prevent the Company from explaining its case. Any work colleague who you have requested to accompany you will be given a reasonable amount of paid time off to prepare for and attend the hearing.

### **3.8 Invitation to disciplinary hearing**

3.8.1 You will receive advance written notice of any disciplinary hearing.

3.8.2 This letter or notice will:

- (a) set out the nature of the allegations against you and what is to be discussed at the hearing in sufficient detail to enable you to prepare your case;
- (b) advise you of the possible consequences of the allegations against you;
- (c) set out the date, time and place of the hearing;
- (d) advise of your right to be accompanied at the hearing;
- (e) advise who the Company's witnesses will be (if any);
- (f) provide copies of the Company's witness statements, or where this is not possible, summaries; and
- (g) provide copies of any other supporting evidence on which the Company intends to rely.

### **3.9 Disciplinary hearing**

- 3.9.1 A disciplinary hearing will be convened as soon as reasonably practicable after the conclusion of the investigation and once you have had a reasonable opportunity to consider the information provided with the notice of the hearing. No decision will be made as to whether any disciplinary action is to be taken or the nature of any disciplinary action to be taken before the hearing takes place.
- 3.9.2 Where possible, the hearing will usually be heard and chaired by [*a manager or director*] who was not involved in the investigation (the 'Chairperson').
- 3.9.3 Where possible, another manager or member of the Company's HR department, who is not involved in the case, will be present at the hearing to take notes.
- 3.9.4 At the hearing, the Chairperson will explain the complaint against you and go through the evidence that has been gathered. You will have an opportunity to state your case in relation to the allegations and challenge any evidence produced in support of the allegations by the Company. You will be permitted to ask questions, present evidence and call witnesses (provided that the Chairperson is notified in advance of the hearing of the names of such witnesses and their relevance to the allegations). You will also be given an opportunity to raise points about any information provided by witnesses. Any witness you have requested to attend a hearing with you who is a fellow work colleague will be given a reasonable amount of time off work to prepare for and attend the hearing.
- 3.9.5 The proceedings, any statements and all documents and records relating to disciplinary hearings will be kept confidential.

### **3.10 Adjournment**

The Chairperson will have discretion to adjourn any disciplinary hearing (including any appeal hearing) as appropriate at the reasonable request of the Company or you or otherwise as he, at his discretion, deems necessary.

### **3.11 Decision**

At the end of the disciplinary hearing, the Chairperson will normally adjourn the meeting before making a decision. Following the adjournment, the Chairperson may issue an oral decision. If the Chairperson is unable to reach an immediate decision following the hearing, he is entitled to deliberate on the hearing prior to issuing a decision in writing. In any event, written notification of the outcome of the hearing will usually be sent to you within five working days of the hearing,

or as soon as reasonably practicable, together with an explanation of any disciplinary action to be taken and notification of your right to appeal.

### **3.12 Levels of disciplinary sanction**

3.12.1 Very minor cases of misconduct will be dealt with informally, with the objective of improving your conduct. Where the matter is more serious, or where you have failed to improve your conduct, formal action will be taken as described below.

3.12.2 There are three levels of disciplinary sanction. Other than in cases of gross misconduct, you will not normally be dismissed for a first offence. The Company reserves the right to impose sanctions at any level, or to skip levels, depending on the circumstances of the case.

#### **(a) Level 1–Written warning**

In cases of misconduct you may be given a formal written warning. This will give the following information:

- an explanation of the reasons for the warning;
- an explanation of the improvements in conduct required;
- the timescale for making these improvements;
- any support the Company will provide to assist you;
- an explanation of the consequences of any repetition of misconduct or failure to improve conduct to an acceptable standard; and
- advice as to your right to appeal against the disciplinary decision.

A first written warning will normally remain in force for six months and a copy of the warning will be kept on your personnel record. It will normally be disregarded for disciplinary purposes after a period of six months, or any longer period specified in the warning subject to satisfactory conduct and performance during that time, but will form a permanent part of your personnel record.

*[First written warnings may be given by [insert appropriate management level].]*

#### **(b) Level 2–Final written warning**

In the event of a failure to improve or change behaviour during the currency of a prior warning or where the misconduct, infringement or offence is sufficiently serious to warrant only one written warning before dismissal, a final written warning may be given to you. This will give the following information:

- an explanation of the reasons for the warning;
- an explanation of the improvements in conduct required;
- the timescale for making these improvements;
- any support the Company will provide to assist you;
- an explanation that any repetition of misconduct or failure to improve conduct to an acceptable standard will render you liable to dismissal; and
- advice as to your right to appeal against the disciplinary decision.



A final written warning will normally remain in force for 12 months and a copy of the final written warning will be kept on your personnel record. In exceptional cases, depending upon the seriousness and nature of the behaviour, misconduct or infringement, the period for which the final written warning remains in force may be longer. The final written warning will normally be disregarded for disciplinary purposes after a period of 12 months or any longer period specified in the warning, subject to satisfactory conduct and performance during that time, but will form a permanent part of your personnel record.

*[Final written warnings may be given by [insert appropriate management level].]*

**(c) Level 3–Dismissal or other sanction**

In the event of a failure to improve or change behaviour or improve conduct during the currency of a prior warning, or where the misconduct, infringement or offence is sufficiently serious to warrant dismissal, or if you are guilty of an act of gross misconduct (see Section 2.5 for a non-exhaustive list of examples), dismissal will normally result.

A decision to dismiss will only be taken by a manager who has the authority to do so.

In the case of dismissal (including summary dismissal), you will, as soon as is reasonably practicable, be provided with written confirmation of the dismissal which will set out the following:

- details of the reason for the dismissal;
- the date on which your employment terminated or will terminate;
- the appropriate period of notice or pay in lieu of notice (if any); and
- advice as to your right to appeal against the dismissal.

**Action other than dismissal**

If a sanction other than dismissal is to be imposed (eg demotion), you will, as soon as is reasonably practicable, be provided with written confirmation of the action to be taken, how it is to be implemented, the reason for the action, the date on which it will come into force (if appropriate) and information on your right to appeal. These sanctions may be used in conjunction with a written warning.

*[Dismissal and alternative sanctions may be authorised by [insert appropriate management level].]*

**Summary dismissal**

If you are guilty of an act of gross misconduct or some other fundamental breach of the Company's rules or of the contract of employment you may be summarily dismissed. This means that there will be no obligation on the Company to allow you to work your notice period or make a payment in lieu of notice.

If your behaviour justifies it, the Company may summarily dismiss you without any previous warning[s] having been given.

### 3.13 Appeals

- 3.13.1 If you wish to appeal against a disciplinary decision or sanction, you must inform the Chairperson in writing within five working days of receiving notification of the disciplinary decision. Your written notification should specify the grounds for the appeal. If you wish to produce additional evidence to support your case then this must be provided to the Chairperson in advance of the appeal hearing.
- 3.13.2 All appeals will be dealt with as promptly as possible and a date will be set for the appeal hearing as soon as is reasonably practicable after the Chairperson has received written notification of your appeal. The appeal will be heard as soon as is reasonably practicable.
- 3.13.3 Wherever possible, the appeal will be heard by [*a manager or director*] of the Company who has not been involved in the investigation or disciplinary hearing and/or who is more senior than the person who heard the disciplinary hearing (the 'Appeal Chairperson'). [*If there is no internal person available to hear the appeal, an external consultant may act as Appeal Chairperson.*]
- 3.13.4 You will be informed of the arrangements for the appeal hearing, confirmation of the Appeal Chairperson, details of any other representative of the Company who will be present (where possible, another manager or member of the Company's HR department will be present at the meeting to take notes) and of the right to be accompanied at the appeal hearing. The Company will inform you if any witnesses are to attend the appeal hearing on behalf of the Company.
- 3.13.5 You must advise the Appeal Chairperson in advance of the appeal hearing of the name and relevance of any witness you intend to bring to the appeal hearing on your behalf. Any work colleague you have requested to appear as a witness for you will be given a reasonable amount of time off work to prepare for and attend the appeal hearing.
- 3.13.6 At the appeal hearing, you will be asked to present your appeal to the Appeal Chairperson.
- 3.13.7 The Appeal Chairperson will confirm to you in writing the outcome of the appeal hearing usually within five working days of the appeal hearing, or as soon as is reasonably practicable.
- 3.13.8 The Appeal Chairperson's decision will be final. There is no further right of appeal.