

# **DISCIPLINARY PROCEDURE**

## **Preamble**

The primary objective of the Company's Disciplinary Procedure is to ensure that all disciplinary matters are dealt with promptly, fairly and consistently and, where there has been a breach of discipline, to encourage an improvement in individual conduct or performance.

The procedure will normally operate as follows but the level of warning or other formal penalty imposed will reflect the seriousness of the offence or breach of procedures. In the most serious instance an employee may be summarily dismissed without notice where it is found, following investigation, that gross misconduct has occurred for which the employee is responsible.

The disciplinary procedure will not apply during a probationary period. In this instance, an employee may be dismissed where, following proper consideration, it is apparent that the employee is not suited to the employment by reason of their conduct or standard of performance, following cautions in this respect. Dismissal will be with one week's notice, either worked or paid in lieu, unless the dismissal is on grounds of gross misconduct.

## **Disciplinary Procedure**

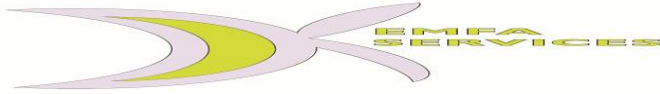
The Company will carry out an appropriate investigation in order to establish the facts relating to potential disciplinary offences before pursuing disciplinary action. It may be necessary for the Company to suspend the employee whilst the investigation is taking place. Any suspension will be kept as brief as possible and the employee will remain on their normal pay during this period. Suspension does not in itself constitute disciplinary action.

Where the Company decides to invoke the Disciplinary Procedure, it will write to invite the employee to attend a disciplinary hearing. In the invitation letter the Company will set out the issues that will be considered, how seriously these are being viewed and the potential consequences if proven to the Company's satisfaction. The Company will provide copies of witness statements or detail other information that it relies upon in considering disciplinary action.

The letter will also confirm the employee's right to be accompanied at the meeting by a works colleague or trade union representative, as well as confirming how this right is exercised (see 'Right to be Accompanied' following). The Company will give the employee reasonable notice of the requirement to attend the meeting to allow the employee to prepare their case.

The Company will give the employee a full opportunity to present their case, present evidence and call witnesses at the disciplinary meeting before deciding whether or not to take disciplinary action. Following a disciplinary meeting, the Company will decide what, if any, action is to be taken and then determine an appropriate penalty in accordance with the procedure.

## **Right of appeal**



An employee will have the right to appeal against any disciplinary action taken against them. Where the employee decides to raise to pursue this option then they must notify the Registered Manager within five (5) working days of being notified of the disciplinary action, stating their grounds for the appeal in writing. The appeal will normally be heard by a manager more senior than the person who decided the disciplinary action taken.

The Company will arrange and hold an appeal meeting as quickly as possible. The employee will be entitled to attend the appeal meeting and will be given an opportunity to state their case. The employee must take all reasonable steps to attend this meeting.

The Company will inform the employee in writing of its decision in response to the employee's appeal within a reasonable time taking into account the complexity of the issues raised in the appeal. The decision at this stage will be final.

At all stages of the Procedure the employee is entitled to be accompanied by a fellow employee or a trade union official (see right to be accompanied below).

### **Disciplinary action to be taken**

The level of the disciplinary action to be taken will be determined by the severity of the offence, or breach of procedure, that has been committed. Where the incident is of a minor nature, in terms of its impact, or is the first occasion of misconduct by the employee, then a verbal warning will normally be issued to the employee. This will be recorded on their personal file.

### **Written warning**

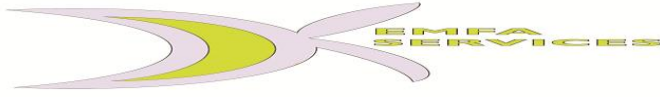
For more serious offences (such as a refusal to observe Company procedures or instructions or issues of negligence), or repeated failure to observe Company standards or procedures, then a formal written warning will be issued. The employee will be advised in writing of the conduct or standards required in the future and that a failure to improve the standard of conduct or performance may result in further disciplinary action. This warning will remain on the employee's personal file for a period of 12 months.

### **Final written warning**

For persistent failure to observe Company procedures, serious misconduct, or negligence (or further to verbal and written warnings being issued), then a final written warning will be issued to the employee. This will remain on the employee's personal file for a period of 12 months. The employee will be advised in writing that a failure to improve their standard of conduct or performance may result in dismissal.

### **Action short of dismissal**

Further to a final written warning being issued, and as alternative to dismissal, the Company may, at its complete discretion and in appropriate circumstances, take 'action short of dismissal.' Such action may include demotion, transfer to a different post or another appropriate sanction.



## **Dismissal**

At the final stage of the procedure, and where no improvement could be expected then the employee will be dismissed either with or without notice. Dismissal without notice is referred to as "summary dismissal" and is normally restricted to cases of gross misconduct (see below). Where notice is required, the employee may be asked not to attend work during this period or may receive a payment in lieu of notice equivalent to the amount of net basic pay the employee would have received had he or she worked their notice period.

## **The right to be accompanied**

Employees are entitled to be accompanied by a work colleague or trade union official at any formal disciplinary or grievance meetings or appeal hearings.

Where an employee wishes to be accompanied they must notify the Company of the name and position of their chosen companion prior to the meeting. The Company may refuse to allow the companion to attend the meeting or hearing if the Company reasonably considers there may be a conflict of interest. If so, the Company must allow the employee to choose a different companion. The meeting or hearing may be delayed for up to five working days if the companion is not available to attend.

The companion is permitted to address the meeting, ask questions and confer with the employee, but is not entitled to answer questions directly on the employee's behalf.

## **Representation at informal investigations**

The Company may, at its discretion, allow an employee to bring a companion to informal investigations or investigatory meetings. The companion may not play an active part in the investigation or meeting.

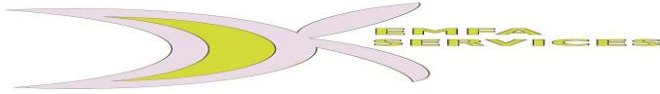
The Company may refuse permission for the companion to attend the informal investigation or investigatory meeting if the Company considers there may be a conflict of interest.

## **Gross Misconduct**

Some issues of misconduct are so serious that they amount to a fundamental breach of the employee's contract of employment and/or their lawful duties as an employee. In this instance, the Company is entitled to dismiss the employee without notice on grounds of 'gross misconduct.' This penalty will only be applied further to a full and fair investigation of all the facts relating to the alleged offence.

Acts of gross misconduct may include, but are not confined to:

- Any form of abuse of a Service User;
- Failure to follow procedures with regard to the Company's medication and drugs handling policy;
- Reckless neglect of duties where another person, ie, a Service User suffers some harm or detriment;
- Theft, dishonesty or fraud;
- Deliberate recording of incorrect working hours;



- You must not during your employment take steps to enter into private arrangement in relation to the provision of personal care with any Service User to whom you have provided personal care in the course of your employment, whether on your own account or on behalf of any other business, nor shall you solicit or induce any other employee to do so. This is also clearly stated in your terms of contract. Any intention of this nature during your employment will be treated as an act of gross misconduct.
- Smoking on Company premises, Company vehicles or on Service User's premises or grounds;
- Sleeping during working hours;
- Assault, acts of violence or aggression;
- Bullying or harassment of fellow employees or Service Users;
- Unacceptable use of obscene or abusive language;
- Possession or use of, or being under the influence of, non-medicinal drugs or alcohol on Company premises or during working hours;
- Willful damage to Company, employee or Service User's property
- Serious insubordination;
- Serious or gross negligence;
- Bringing the Company into disrepute;
- Falsification of records or other Company documents, including those relating to obtaining employment
- Unlawful discrimination, including acts of indecency or harassment (please refer to the Equal Opportunities Policy set out in the Employee Handbook);
- Refusal to carry out reasonable management instructions;
- Gambling, bribery or corruption;
- Serious breach of health and safety policies and procedures;
- Breach of confidentiality including the unauthorized disclosure of Company business or Service User information to the media or any other party;
- Unauthorized accessing or use of computer data or unauthorized copying of computer software