**Disciplinary/Resolution Policy**

This policy outlines the disciplinary/resolution procedure, the roles of those involved and the support available.

This policy does not form part of your contract of employment, and we reserve the right to amend or withdraw it at any time.

This policy applies to employees. It does not apply to contractors, consultants or any self-employed individuals working for the organisation.

**Grievances**

If you have a grievance related to ongoing disciplinary/resolution proceedings, you should raise this during the disciplinary/resolution procedure rather than through our separate grievance procedure (for example, during the disciplinary/resolution meeting or appeal stage).

If you raise a grievance during disciplinary/resolution proceedings unrelated to those proceedings, the disciplinary/resolution proceedings and grievance procedure will normally run independently in parallel.

**Mediation**

Depending on the nature of the alleged conduct, we may suggest mediation to resolve it. This involves the appointment of a third-party mediator, who will discuss your alleged conduct with everyone involved and seek to facilitate a resolution. We will use mediation only where you and the other individuals involved in the disciplinary/resolution issue agree to do so.

**Fairness and respect**

We recognise that a disciplinary/resolution procedure can be stressful and upsetting. Everyone involved in the process is entitled to be treated calmly and respectfully.

We will not tolerate abusive or insulting behaviour from anyone participating in a disciplinary/resolution procedure and treat any such behaviour as further potential misconduct.

**Remote proceedings**

We will conduct the process remotely, where it is impossible to hold a face-to-face meeting under this procedure. We will ensure that you and your representative have access to the necessary participation technology. Your rights will not be affected, and we will ensure that the procedure remains fair and reasonable.

**Adjustments to proceedings**

If you have a disability that may have an impact on your ability to participate fully in this procedure, or if you need assistance because English is not your first language, you should let us know by contacting [name of individual/HR contact], who will make appropriate arrangements for you.

**Recording of meetings**

We will take a written record of all meetings conducted under this procedure. This will be done either by the person holding the meeting or by an additional person arranged by us to take notes.

You, or any person acting on your behalf, are generally not permitted to record any meeting we hold under this procedure electronically. This is to encourage openness and full participation. Any breach of this provision may lead to further disciplinary/resolution action, including dismissal.

In certain limited circumstances, we may permit a meeting to be recorded electronically, for example, where it is a reasonable adjustment for an employee with a disability. [Where we permit a meeting to be recorded electronically, we will take responsibility for making the recording.]

Where we intend to record meetings held remotely, we will comply with our data protection obligations and obtain prior consent from all attendees.

**Change of circumstances**

Sometimes circumstances prevent parts of this procedure from being followed in full. For example, employees may be too ill to participate in a disciplinary/resolution meeting, or a specified manager may be unavailable to chair the meeting. When this happens, we will do our best to ensure that you fully understand the allegations, are given a fair opportunity to respond to them and that your response is fairly and carefully considered.

**Postponement of meetings**

We will make every effort to ensure that any meeting we hold under this procedure is scheduled for a time and place that is reasonable and within your normal working hours. You are therefore required to attend the meeting if you can do so. If you are too ill to attend or have some other reasonable excuse, we will consider rearranging the meeting to a time when your attendance is possible.

However, it is important to ensure disciplinary/resolution procedures are completed within a reasonable time. We reserve the right to proceed with a meeting in your absence when it has yet to be possible to arrange a meeting you can attend. In that case, we will make every effort to ensure you can make representations in writing or through a representative.

If your companion is not available to attend the meeting, we will agree to postpone and seek to agree on a mutually convenient time. However, any such postponement must be short, and we reserve the right to proceed with the original meeting if no new date can be found within five working days of the scheduled date.

**Conduct and behaviour**

**Gross misconduct**

Gross misconduct is so serious that it justifies dismissal without notice or payment in lieu of notice. However, we will always consider the circumstances of any case before deciding on the appropriate penalty.

Examples of gross misconduct include (but are not limited to):

* theft and dishonesty;
* physical violence;
* serious instances of bullying or harassment (whether it takes place in person or online);
* acts of discrimination against a fellow employee, clients or customers;
* deliberate damage to company property;
* any conduct that negatively affects our reputation;
* unauthorised disclosure of confidential information;
* serious breach of our rules, including, but not restricted to, health and safety rules and rules on computer use;
* consuming alcohol or unlawful drugs during working hours or in the workplace;
* smoking (including the use of e-cigarettes) in any unauthorised area;
* unauthorised use of computer equipment;
* misuse of company passwords or log-in details;
* deliberate breach of procedures on the handling of personal data;
* deliberate refusal to follow reasonable instructions;
* accessing obscene or pornographic material while at work or on equipment that we provide
* breach of cash-handling procedures;
* falsifying time sheets;
* breach of clock-in procedures;
* breach of requirements relating to the safeguarding of children or vulnerable adults;
* deliberate breach of professional standards relevant to your employment; and
* offering or accepting a bribe within the meaning of the Bribery Act 2010].

**Misconduct**

Examples of misconduct for which disciplinary/resolution action is appropriate to include (but are not limited to):

* persistent poor timekeeping;
* breach of our absence reporting procedures;
* general disobedience;
* careless work;
* time-wasting;
* disruptive behaviour; and
* insulting or offensive behaviour towards others, not serious harassment or bullying.

**Actions outside work**

We may consider your actions outside work (including your use of social media) gross misconduct or misconduct if they affect your ability to carry out your job or negatively affect our reputation.

**Allegations of misconduct**

Where an allegation of misconduct is made against you that cannot be resolved informally, or it is not appropriate to do so, the allegation will be explained to you by your line manager (or, where appropriate, a different manager). The allegation details will also be confirmed to you in writing, together with a copy of this disciplinary/resolution procedure.

**Suspension**

In some cases, it may be appropriate to suspend you from work temporarily while the disciplinary/resolution matter is dealt with. This is not intended to indicate guilt on your part but is an administrative measure designed to protect the business or ensure the smooth running of the disciplinary/resolution procedure. Any period of suspension will be regularly reviewed, kept as short as possible and will be on a fully paid basis.

**Stage 1 - Investigation**

We will investigate the allegations to decide whether sufficient evidence justifies taking the matter further.

The person appointed to conduct the investigation will usually talk to you early to hear your response to the allegations and talk to anyone else who may have relevant information.

Where appropriate, the investigation may also include examining documents, emails, and other forms of electronic communication. You must cooperate fully with the investigation process, as this is the best way to ensure a fair outcome.

Once the investigation is complete, we will decide whether to proceed to a formal disciplinary/resolution meeting or whether the matter can be resolved informally or without further action.

**Stage 2 - Hearing your disciplinary/resolution case**

**Invitation to a disciplinary/resolution meeting**

If it is necessary to hold a disciplinary/resolution meeting, we will confirm this to you in writing. You will usually be given at least [five] days' notice of any meeting, depending on the case's complexity, to allow you to prepare and arrange for a companion to accompany you.

You will be entitled to be accompanied by a fellow employee or a trade union official. The responsibility for finding a companion rests with you. If your chosen companion is not a fellow employee, we reserve the right to check their credentials as an accredited trade union representative.

We will give you a copy of any evidence collated during the investigation before the disciplinary/resolution meeting, and you will be invited to submit any further evidence that you consider relevant.

**The disciplinary/resolution meeting**

The disciplinary/resolution meeting will be conducted by [an appropriate representative of management] [plus other panel members as may be appointed]. As far as possible, we will ensure that the disciplinary/resolution meeting is conducted by managers who have not previously been involved.

The evidence gathered during the investigation will be presented, and you and your companion will be allowed to confer and respond. You may also call on witnesses to provide evidence on your behalf if they are willing and their evidence is relevant to the issues being considered in the meeting.

The chair of the meeting may adjourn so that further evidence can be obtained. If this happens, the meeting will be reconvened once this is done, and you will be allowed to respond to any new evidence. Before the meeting closes, you (or your companion) will be allowed to make any comments or representations that you think are relevant and which may explain the situation.

**The outcome**

The chair of the meeting will usually adjourn for a period to consider the outcome. The outcome will usually be communicated when the meeting is reconvened but will, in any case, be confirmed to you in writing as soon as possible and usually within [seven] working days after the meeting.

**Disciplinary/resolution penalties**

If the allegations are upheld to any extent, formal disciplinary/resolution action may be taken. This usually takes the form of a first written warning for a first offence. However, depending on the circumstances and misconduct, we reserve the right to implement this procedure at any stage.

A first written warning is appropriate for instances of misconduct that are sufficiently serious to warrant disciplinary/resolution action but where there is no current warning in place. The warning will set out the nature of the misconduct and explain that any further misconduct (similar or otherwise) will likely result in further disciplinary/resolution action.

A final written warning is given in cases of serious misconduct or where a live first written warning is in place, and the circumstances justify it. It will set out the nature of the misconduct and clarify that any further misconduct (similar or otherwise) will likely result in dismissal.

If you are found to have committed misconduct while subject to a live final written warning, you may be dismissed with notice.

If you are found to have committed gross misconduct, the outcome may result in you being dismissed without notice. In these circumstances, your contract of employment will end immediately, although this will not affect your right of appeal.

In exceptional circumstances (for instances where you are likely to continue to commit misconduct even if subject to warning), you may be dismissed even if no warning of dismissal has been given. Depending on the terms of your contract, this may involve being given payment in lieu of notice.

If you are dismissed with notice, we reserve the right to instruct you to only work for the duration of your notice period.

Where we find that the misconduct is sufficiently serious to justify dismissal, we may consider alternative disciplinary/resolution action such as suspension without pay, demotion, transfer to other work or a loss of seniority, where your terms and conditions of employment allow for this.

**Stage 3 - Appeal**

**Appealing against the outcome**

You can appeal if you believe a disciplinary/resolution penalty is unfair.

You should appeal in writing to an appropriate manager within [five] working days of receipt of the disciplinary/resolution outcome letter.

You should also set out in writing the grounds on which you believe the outcome of the original meeting to have been unfair.

**Appeal meeting**

Following receipt of your appeal, we will arrange an appeal meeting within [five] working days. However, if this is not possible, you will be informed of the reason for any delay.

You are entitled to be accompanied by a fellow employee or a trade union official at the appeal meeting.

The appeal meeting will be conducted by an appropriate manager, who will consider the grounds you have put forward and review the conclusion reached in the original disciplinary/resolution meeting.

At the meeting, you will be allowed to explain why you feel the initial meeting reached the wrong conclusion.

Depending on the circumstances, the meeting may either solely consider the points that you have raised, or it may reconsider the whole case and reach its conclusion on the correct outcome.

Where appropriate, a member of the HR department may also be present.

**Outcome of appeal**

Following the appeal meeting, the relevant manager will inform you of the outcome in writing, usually within [seven] working days.

If the result of the appeal is that a decision to dismiss you is overturned, you will be reinstated immediately. You will be reimbursed in full for any wages lost since your dismissal.

The outcome of the appeal is final.

**Duration of warnings**

When you are given a warning, we will tell you how long it will remain live. This will depend on the specific circumstances. However, in general:

* a first written warning remains live for up to six months; and
* a final written warning remains live for 12 months.

Warnings may be live for a longer period depending on the seriousness of the misconduct and the wider circumstances of the case.

Once a warning has expired, it will no longer be considered when determining the level of any further disciplinary/resolution action.

**Trade union representatives**

If you are an accredited representative of a recognised trade union, we will endeavour to take no action under this procedure (except for suspending you in a case of alleged gross misconduct) until we have had an opportunity (with your agreement) to discuss the matter with a full-time official of the union.