



## **GRASSROOTS Disciplinary Procedure**

### **1. Introduction**

- (A) Whilst GRASSROOTS as an employer does not intend to impose unreasonable rules of conduct on its employees, certain standards of behaviour are necessary to maintain good working order and discipline in the interests of all employees.
- (B) Discipline should be voluntary and self-imposed and in the great majority of cases it is so. However, from time to time, it may be necessary to take action towards individuals whose behaviour or performance is unacceptable.
- (C) Minor faults will be dealt with informally. However, in cases where informal discussion does not lead to improvement or where the matter is more serious, for example, unjustified absences or unsatisfactory standards of work, the following procedure will be used.

### **2. Capability**

- (A) This deals with matters relating to poor job performance, or an employee's inability to perform their role by reason of capability. Instances of poor performance will generally be managed informally through performance management in the first instance. Instances of incapability due to long term sickness or serious ill health issues will be managed accordingly.

### **3. Misconduct**

- (A) Misconduct is behaviour that warrants disciplinary action because the employee is failing to meet the standards expected by GRASSROOTS due to the way he/she is conducting him/herself.
- (B) Matters that GRASSROOTS views as amounting to misconduct include poor timekeeping, unacceptable level of absenteeism, minor damage to GRASSROOTS property, breaches to rules/policies/procedures, unprofessional behaviour, smoking or use of an e-cigarette in GRASSROOTS premises, bribery offences under the Bribery Act (2010), inappropriate use of GRASSROOTS facilities or resources or unauthorised absence from work. Serious incidents of the above may be deemed to be gross misconduct. This list is not meant to be exhaustive.

### **4. Gross Misconduct**

- (A) Gross misconduct is behaviour so serious that any employee who commits them may, after a hearing has been held, be summarily dismissed. In such cases the GRASSROOTS reserves the right to dismiss without notice of termination or payment in lieu of notice.
- (B) Matters that GRASSROOTS views as amounting to gross misconduct include theft, physical violence or abusive behaviour, serious damage to property, bullying or harassment, discrimination, continuous refusal to adhere to policies or obey a reasonable instruction and

conduct which demonstrably brings GRASSROOTS into disrepute. This list is not meant to be exhaustive.

## 5. Guidelines for the Conduct of Disciplinary Meetings

- (A) A disciplinary meeting will be held at each stage in the procedure BEFORE any warning is issued.
- (B) Employees have the right to be accompanied by a colleague and a trade union representative, if they so wish, at any meeting held under the disciplinary procedure.
- (C) The Director will state the reasons for invoking the disciplinary procedure, the disciplinary action to be taken and the corrective action required from the employee together with a specified date by which acceptable improvement should be made.
- (D) Full opportunity will be given for the employee to state his/her case.
- (E) The employee will be advised of the full disciplinary procedure, including the provisions for appealing against disciplinary action, and the consequences that will follow if acceptable improvement is not made.

## 6. Stages of the Disciplinary Procedure

- (A) Depending on the seriousness of the complaint the Disciplinary Procedure may be entered into at any of the stages outlined below. Except for instances of Gross Misconduct dismissal will not be the first step.
  1. Stage 1: Oral Warning  
The employee will be given a formal oral warning, at a meeting in which the Director and a Trustee are present. He/she will be told of the reason for the warning and that this warning is the first stage of the disciplinary procedure. The fact that an oral warning has been given will be recorded in the employee's Personnel File.
  2. Stage 2: Written Warning  
If conduct or work performance does not improve a first written warning will be given. This will give details of the complaint and the likely consequences if the terms of the warning are not complied with. The employee will be asked to sign a copy of the warning letter to acknowledge receipt of that letter. A copy of the written warning will be placed in the employee's Personnel File.
  3. Stage 3: Final Written Warning  
Failure to improve in response to the procedure so far, a repeat of misconduct for which a warning OR warnings have previously been issued, or a first instance of serious misconduct, will result in a final written warning. This will give details of the complaint, the length of any probationary period and notification that dismissal may result if the terms of the warning are not complied with. The employee will be asked to sign a copy of the warning letter to acknowledge receipt of that letter. A copy of this final written warning will be placed in the employee's Personnel File.
  4. Stage 4: 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. A decision to dismiss an employee must be made by, or on the authority of, the Chair/s of GRASSROOTS Trustees.

## 7. Action Short of Dismissal

- (A) If following a disciplinary hearing a decision is taken to impose another sanction or demote an employee, notification will be given in writing providing details of any consequential changes in the employee's terms and conditions of employment arising from the change, including any reduction in the employee's salary/rate of pay.
- (B) GRASSROOTS may impose any or all of the following additional sanctions. These may be combined with other additional sanction or imposed in isolation, although they will normally be combined with a warning at the appropriate level:
1. Temporary or permanent transfer to another role, shift or location -  
The employee may be transferred on a temporary or permanent basis to work in another role, shift or location. The duration of any transfer and the new role/shift/location will be set out in writing in the decision notifying the employee's existing pay and benefits (except that any change in shift may result in the loss of any relevant shift premium).
  2. Temporary or permanent demotion -  
The employee may be demoted on a temporary or permanent basis to another role. This may require the employee to work at another location or at different times. Any demotion will involve a change in the employee's terms and conditions of employment that apply to the job to which the employee has been demoted. The duration of any demotion and the new role and its terms and conditions will be set out in writing in the decision notifying the employee of the outcome of the disciplinary hearing.
  3. Temporary or permanent removal of existing duties and/or re-assignment of new duties -  
GRASSROOTS may remove some of the employee's existing duties and may require the employee to carry out other duties instead on a temporary or permanent basis. This will not normally involve any change to the employee's terms and conditions of employment. The duration of any removal/re-assignment of duties and the new duties will be set out in the decision notifying the employee of the outcome of the disciplinary hearing.
  4. Compulsory training -  
GRASSROOTS may require the employee to undergo training in relation to any area which has been highlighted during the disciplinary process. For example, any employee who commits a breach of GRASSROOTS Equal and Diversity Policy may be required to undergo Equal Opportunities training. A failure to undergo the training or to participate in it fully and willingly will constitute a further disciplinary offence. The nature of the training required and the date by which it must be completed will be detailed in the decision notifying the employee of the outcome of the disciplinary hearing.

## 8. Suspension

- (A) An employee accused of serious misconduct may be suspended on full basic pay while an investigation is carried out. Such suspension, which does not imply guilt or blame, will be for as short a period as possible.

## 9. Appeals Against Disciplinary Action

- (A) Any appeal against disciplinary action must be made in writing within 7 working days of the disciplinary action being taken.
- (B) Employees who are dissatisfied with any disciplinary decision at Stages 1 to 3 affecting them should appeal to the Chair/s who will convene an Appeal Hearing consisting of three Trustees not previously involved in the case. The employee may be accompanied at this hearing by a colleague or trade union representative of their choice. GRASSROOTS reserves the right to have legal representation at the hearing.

## 10. Sickness

- (A) If an employee goes off sick at any time during the investigation or disciplinary process the proceedings will still need to be carried out as detailed in the policy. Reasonable adjustments will be made in order to assist the employee to attend the meeting.

## 11. Attendance at Disciplinary Hearings

- (A) The employee must make every effort to attend the disciplinary hearing. If the employee fails to attend without proper reason, GRASSROOTS may proceed with the hearing in his/her absence and draw such inferences as are appropriate from the material in its possession and from the employee's absence.
- (B) If the employee suffers from a disability or is otherwise and unwell and as a result his/her ability to represent themselves at a disability hearing may be impaired, the employee must notify the HR Department immediately. GRASSROOTS will then consider what of any steps it can take to ensure that the employee is not unreasonably disadvantaged from the disciplinary process. GRASSROOTS will require confirmation from the employee's doctor that he/she is too sick to attend the hearing, not just that he/she are too unwell to work.
- (C) The employee should notify GRASSROOTS at or before the hearing of any witnesses he/she thinks GRASSROOTS should talk to or documents he/she thinks GRASSROOTS should look at to assist it with its decision.

## 12. Record Keeping and Confidentiality

- (A) Records will be kept of alleged breaches of disciplinary rules and of all subsequent developments, including written notes of all formal interviews under the disciplinary procedure and, where applicable the appeal procedure.
- (B) These records are confidential and will be retained in accordance with the General Data Protection Regulations (GDPR) and Data Protection Act (2018).

## 13. Additional Notes

- (A) If an employee is accountable to a Partnership or is employed by another organisation, then this policy must operate alongside the policies of the employer and in negotiation with the relevant body of the Partnership.

- (B) Any process undertaken will adhere to the ACAS Statutory Code of Practice issued under section 1999 of the Trade Union and Labour Relations (Consolidation) Act (1992) and which came into effect on 6 April 2009 replacing the 2004 Code (<http://www.acas.org.uk/index.aspx?articleid=2175>).