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# Doncaster Foodbank Disciplinary Procedure and Procedure

Disciplinary Policy

It is necessary to have a minimum number of rules in the interests of the organisation.

The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be seen merely as a means of punishment.

It is your responsibility to familiarise yourself with the following rules and procedures. Any breaches may result in action being taken in accordance with the disciplinary procedure. If you have any concerns or require clarification on any issue(s), please raise them with management.

The Foodbank may need to change the rules from time to time and any such changes will be notified to you as appropriate.

It is not practicable to specify all disciplinary rules or offences that may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the general rules and rules on gross misconduct shown in this handbook, a breach of other specific conditions, procedures, rules etc. that are contained within this handbook or that have otherwise been made known to you, will also result in the disciplinary procedure being used to deal with such matters.

## General Rules (this list is not exhaustive)

You must conduct yourself and perform your work at all times in a manner that is in the interests of the Foodbank. Any conduct detrimental to its interests or its relations with any third party, or damaging to its public image, shall be considered to be a breach of the Foodbank's rules.

You are expected to achieve and maintain a good standard of work and to show a conscientious approach to the job or to the detail of that job to a standard that may reasonably be expected.

You must maintain acceptable attendance at work and timekeeping.

You are expected to read and observe all authorised notices that are displayed by the Foodbank.

You are engaged on the basis that you must be prepared to undertake reasonable duties other than those for which you have been specifically engaged to ensure maximum efficiency.

You must adhere to the Foodbank's policy with regard to the use of mobile phones and other devices.

You are not permitted to remove material or equipment of any kind from the Foodbank without prior permission.

You must notify the Foodbank immediately of any incident causing damage to property belonging to the Foodbank (e.g. building, machinery and equipment), or to the property of fellow employees, visitors or clients.

The Foodbank's material or equipment must not be used for any unauthorised work.

You must act in accordance with the Foodbank's working procedures.

Personal hygiene and appearance must be of an acceptable standard.

An orderly and courteous manner must be maintained at all times.

Socialising is not permitted on the premises without prior authorisation.

You are required to comply with the Foodbank's policy of not permitting the display of flags, emblems, posters, graffiti, etc. or the circulation of literature which is likely to give offence or cause apprehension among particular groups.

Unofficial references or opinions about current or ex-employees or trustees6 must not be made or given to third parties under any circumstances.

## Gross Misconduct

The following acts are examples of gross misconduct offences and as such may render you liable to summary dismissal (i.e. dismissal without notice and without previous warnings). It is not possible to provide an exhaustive list of examples of gross misconduct. However, any behaviour or negligence resulting in a fundamental breach of contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment relationship will constitute gross misconduct. Illustrative examples of offences that will normally be deemed as gross misconduct include serious instances of:

* fighting, physical assault or dangerous horseplay;
* serious cases of bullying, offensive, aggressive, threatening or intimidating behaviour or excessive bad language;
* theft or misappropriation of the Foodbank’s property or property belonging to another employee, or fraud;
* drinking alcohol or being under the influence of alcohol/drugs and/or drug abuse whilst attending work;
* being in possession of, or dealing in illegal drugs whilst at work;
* breach of safety rules and/or any action, which seriously endangers the health or safety of an employee or any other person whilst at work
* unlawful discrimination, harassment and/or bullying;
* breach of any of the Foodbank’s policies;
* deliberate damage to property.
* Unauthorised recording of any workplace meeting, including but not limited to disciplinary meetings.

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# Disciplinary Procedure

The disciplinary procedure does not form part of your contract of employment.

We retain discretion in respect of the disciplinary procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal.

The purpose of the disciplinary procedure is to outline a recognised and consistent system to deal with any issues of conduct, capability, or other circumstances which may result in a disciplinary warning or dismissal.

Before considering a warning or dismissal, steps will be taken by the Foodbank to establish the facts.

At any stage of the disciplinary procedure you may be suspended, on full pay, whilst investigations are carried out. Suspension is a holding measure and is not to be taken as an indication that any allegations against you will be substantiated. In the event that you become unfit for work or unable to attend any necessary meetings due to sickness during the period of suspension, the Foodbank will review the decision to keep you on suspension and, following this review, your suspension may be lifted. If your suspension is lifted, you may no longer be entitled to full pay but will be entitled to Statutory Sick Pay in accordance with the Foodbank's rules and procedures.

If you are prevented from attending your place of work and/or performing your job duties as a result of Police bail conditions, or because of an order or direction given by a court or relevant regulatory body, then the duration of any such period will be without pay.

If it is necessary for the Foodbank to take action under the disciplinary procedure you will be issued with a written statement setting out the nature of the conduct or other circumstances that may result in a disciplinary warning or dismissal. You will only be issued with a disciplinary warning or dismissed following a formal disciplinary meeting, at which you will have been given the right to be accompanied by a fellow employee or an accredited trade union official. You should make every effort to attend the meeting. Throughout the disciplinary procedure you will be given the opportunity to respond to any complaint before any decision on a disciplinary warning or dismissal is taken.

It is not permissible to record, whether audio and/or visual, any meetings which take place as part of this procedure, without our express written authorisation. You should note that unauthorised recording may result in action under the disciplinary procedure, which may include dismissal for gross misconduct.

The Foodbank may commence the disciplinary procedure, depending on the circumstances, at any of the following levels:

### Verbal warning

A record of the verbal warning will be placed on your personnel file for 6 months after which it will be disregarded.

### Written warning

A written warning will be issued and a copy placed on your personnel file for 6 months after which it will be disregarded.

### Final written warning

A final written warning will be issued and a copy placed on your personnel file for12 months after which it will be disregarded.

### Dismissal

Dismissal may be with or without notice, depending on the circumstances, and may occur whether or not warnings have been issued.

If appropriate, informal action will be taken by the Foodbank to resolve problems relating to conduct, capability, or other circumstances.

Before considering a warning or dismissal, steps will be taken by the Foodbank to establish the facts.

At any stage of the disciplinary procedure you may be suspended, on full pay, whilst investigations are carried out. Suspension is a holding measure and is not to be taken as an indication that any allegations against you will be substantiated. In the event that you become unfit for work or unable to attend any necessary meetings due to sickness during the period of suspension, the Foodbank will review the decision to keep you on suspension and, following this review, your suspension may be lifted. If your suspension is lifted, you may no longer be entitled to full pay but will be entitled to Statutory Sick Pay in accordance with the Foodbank's rules and procedures.

If you are prevented from attending your place of work and/or performing your job duties as a result of Police bail conditions, or because of an order or direction given by a court or relevant regulatory body, then the duration of any such period will be without pay.

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It is not permissible to record, whether audio and/or visual, any meetings which take place as part of this procedure, without our express written authorisation. You should note that unauthorised recording may result in action under the disciplinary procedure, which may include dismissal for gross misconduct.

The Foodbank may commence the disciplinary procedure, depending on the circumstances, at any of the following levels:

### Written warning

A written warning will be issued and a copy placed in your personnel file for 6 months after which it will be disregarded.

### Final written warning

A final written warning will be issued and a copy placed in your personnel file for 12 months after which it will be disregarded.

### Dismissal

Dismissal may be with or without notice depending on the circumstances, and may occur whether or not warnings have been issued.

You will be entitled to appeal against any disciplinary or dismissal decision taken, such appeal being held in accordance with the appeal procedure, which is outlined below.

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# Capability Procedure

### Introduction

We recognise that during your employment with us your capability to carry out your duties may deteriorate. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you fail to keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work.

We retain discretion in respect of the capability procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal.

### Job Changes / General Capability Issues

If the nature of your job changes or if we have general concerns about your ability to perform your job we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.

If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible.

If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on our organisation or reputation, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.

If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

### Personal Circumstances / Health Issues

Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

There may also be personal circumstances which prevent you from attending work, either for a prolonged period(s) or for frequent short absences. Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level. This may again mean asking your own doctor for a medical report or by making whatever investigations are appropriate in the circumstances. When we have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

### Procedure

You will only be issued with a capability warning or dismissed following a formal capability meeting, at which you will have been given the right to be accompanied by a fellow employee or an accredited trade union official. You should make every effort to attend the meeting. Throughout the capability procedure you will be given the opportunity to respond to any concerns before any decision on a capability warning or dismissal is taken.

It is not permissible to record, whether audio and/or visual, any meetings which take place as part of this procedure, without our express written authorisation. You should note that unauthorised recording may result in action under the disciplinary procedure, which may include dismissal for gross misconduct.

The Foodbank may commence the capability procedure, depending on the circumstances, at any of the following levels:

### Written warning

A written warning will be issued and a copy placed in your personnel file for6 montha after which it will be disregarded.

### Final written warning

A final written warning will be issued and a copy placed in your personnel file for 12 monthsafter which it will be disregarded.

### Dismissal

Dismissal may be with or without notice depending on the circumstances, and may occur whether or not warnings have been issued.

You will be entitled to appeal against any capability or dismissal decision taken, such appeal being held in accordance with the appeal procedure, which is outlined below.

# Disciplinary and Capability Appeal Procedure

The appeal procedure does not form part of your contract of employment.

If you wish to appeal against any disciplinary or capability decision, you should apply in writing within 10 working days. You will be invited to attend a meeting and you should take all reasonable steps to attend.

After the appeal meeting you will be informed of the final decision.

You should address your appeal to the person stated in your Statement of Main Terms of Employment.

You will be given the opportunity to be accompanied at the meeting by a fellow employee or accredited trade union official.

It is not permissible to record, whether audio and/or visual, any meetings which take place as part of this procedure, without our express written authorisation. You should note that unauthorised recording may result in action under the disciplinary procedure, which may include dismissal for gross misconduct.

# Termination of Employment

## Notice of Termination

If you wish to resign, you should do so in writing giving such notice as is specified in your Statement.

If your employment is terminated by the Foodbank, you will be entitled to receive the notice as is specified in your Statement.

## Gross Misconduct

You may be summarily dismissed (i.e. without notice) if there has been an act of gross misconduct. Examples are contained in the gross misconduct section of ‘Disciplinary Rules’ above.

## Notice during Probationary Period

During a probationary period your notice period may be different, so you should refer to your Statement for this information.

## When Dismissal Notice Takes Effect

If you are given notice of dismissal verbally, it is deemed to take effect immediately. If notice is sent via post, it is deemed to take effect according to the schedule below:

* sent by email: the day after the email is sent;
* sent by recorded/special delivery: two days after letter sent;
* sent by first class: three days after letter sent.

## Terminating Employment without giving Notice

If you terminate your employment without giving or working the required period of notice, as indicated in your individual Statement of Main Terms of Employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your contract of employment. You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay, if you fail to give or work the required period of notice.

## Return of our Property

On the termination of your employment you must return all our property which is in your possession or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

## Return of Vehicles

On termination of your employment you must return any Foodbank vehicle in your possession to our premises. Failure to return the vehicle will result in the cost of its recovery being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

## Pay in Lieu of Notice

At the absolute discretion of the Foodbank, payment in lieu of working notice may be made, and all benefits owing, including holidays, are paid as accrued at the actual date of termination. This is an express written term of your contract of employment.

## Garden Leave

If either you or the Foodbank serves notice on the other to terminate your employment the Foodbank may require you to take “garden leave” for all or part of the remaining period of your employment. During any period of garden leave you will continue to receive your full salary and any other contractual benefits. This is an express written term of your contract of employment.

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