



Eversley Nursery School

Appendix 2

Code of Conduct and  
Disciplinary and Dismissal  
Procedure

## **1: Purpose and Scope of the Procedure**

1.1 The code of conduct and disciplinary procedure set out below are designed to ensure that all employees are treated fairly and consistently by the Partnership, 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, which applies to all employees.

1.3 The code of conduct forms part of your contract of employment with the Partnership. The disciplinary procedure does not form part of your contract of employment. It may be amended at any time and the Partnership may use an alternative procedure depending on the circumstances of the particular case.

## **2: Code of Conduct**

2.1 The code of conduct covers the main standards of behaviour and performance required by the Partnership. You are under a duty to comply with the standards of behaviour and performance required by the Partnership and to behave in a reasonable manner at all times. We may consider your actions outside work (including on social media) to be gross misconduct, or misconduct, if they affect your ability to carry out your job or have a negative effect on our reputation.

2.2 A breach of the Partnership rules set out in paragraph 2.3 below will lead to disciplinary action in accordance with the disciplinary procedure. A finding of gross (serious) misconduct will normally lead to your dismissal without notice or pay in lieu of notice.

2.3 The Partnership rules and the examples of misconduct below are not exhaustive. They include the following:

2.3.1 you must comply with the rules relating to notification of absence;

2.3.2 you must arrive at work promptly, ready to start work at your contracted starting times, and must 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 Partnership reserves the right not to pay you in respect of working time lost because of poor timekeeping and persistent poor timekeeping will result in disciplinary action;

2.3.6 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;

2.3.7 you are required to maintain satisfactory standards of performance at work, and a high level of quality, accuracy and diligence;

2.3.8 you must 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 Partnership, and that of the Partnership's clients, 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 Partnership;

2.3.9 you are not permitted to engage in any activity outside your employment with the Partnership which could reasonably be interpreted as competing with the Partnership;

2.3.10 you must dress in a manner appropriate to the function in which you are engaged;

2.3.11 you may be required from time to time to undertake duties outside your normal job remit;

2.3.12 you may be required from time to time to work at locations other than your normal place of work;

2.3.13 you must co-operate fully with your colleagues and with management and to ensure the maintenance of acceptable standards of politeness;

2.3.14 you must take all necessary steps required to safeguard the public image of the Partnership and preserve positive relationships with its clients;

2.3.15 you must comply with the Partnership's operating policies and procedures;

2.3.16 you must ensure that you do not breach the Partnership's policies on bullying;

2.3.17 you must gain an understanding of the Partnership's health and safety procedures, observe them and ensure that safety equipment and clothing is always used;

2.3.18 all accidents, however minor, must be reported to management as soon as possible, and an entry made in the Partnership's accident book;

2.3.19 you are not permitted to make use of the Partnership's IT and communication systems without management permission;

2.3.20 Partnership property and equipment must not be taken from the Partnership's premises other than for use on authorised Partnership business;

2.3.21 you are solely responsible for the safety of your personal possessions while in the Partnership's premises. You must ensure that your possessions are at all times kept in a safe place; and

2.3.22 if you find an item of personal property on the premises that does not belong to you, you are required to inform management immediately.

#### 2.4 Gross misconduct

Gross (serious) misconduct will normally lead to your dismissal without notice. Set out below is a non-exhaustive list of examples of behaviour that the Partnership treats as gross misconduct:

2.4.1 theft, dishonesty, or fraud;

2.4.2 assault, act of violence, or aggression;

2.4.3 unacceptable use of obscene or abusive language (including language of a discriminatory nature);

2.4.4 possession or use of non-prescribed drugs on Partnership premises or during working hours;

2.4.5 possession or consumption of alcohol on Partnership premises or during working hours, other than on occasions approved by the Partnership;

2.4.6 serious incapability at work brought on by alcohol or non-prescribed drugs;

2.4.7 wilful damage to the Partnership's property or the property of its employees or clients, suppliers or business partners;

2.4.8 serious insubordination;

2.4.9 falsification of records or other Partnership documents, including those relating to obtaining employment;

2.4.10 acts of discrimination, harassment, bullying or victimisation against colleagues,

clients, clients or suppliers;

2.4.11 refusal to carry out reasonable management instructions;

2.4.12 breach of cash-handling procedures;

2.4.13 breach of safeguarding requirements relating to children or vulnerable adults;

2.4.14 deliberate breach of professional standards relevant to your employment;

2.4.15 deliberate breach of the Partnership's policies relating to data protection and information security;

2.4.16 gambling at work;

2.4.17 bribery, corruption or tax evasion facilitation;

2.4.18 acts of indecency or sexual harassment;

2.4.19 serious breach of the health and safety policies and procedures, or endangering the health and safety of a fellow employee, client or third party;

2.4.20 breach of the Partnership's policy regarding smoking;

2.4.21 breach of confidentiality, including the unauthorised disclosure of Partnership business to the media or any other party (this rule does not apply to making, in good faith, a protected disclosure (whistleblowing), to a relevant pay disclosure or to any other disclosure required by law);

2.4.22 unauthorised access to or use of computer data or computer hardware;

2.4.23 copying of computer software, other than when authorised in your normal course of employment;

2.4.24 bringing the Partnership into disrepute;

2.4.25 misuse of the Partnership name;

2.4.26 serious breach of the Partnership's policies or procedures;

2.4.27 serious negligence which causes or might cause unacceptable loss, damage or injury; or

2.4.28 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 Partnership, your work colleagues or the Partnership's clients, suppliers or business partners, or failure to disclose such conviction or criminal offence.

### **3: Disciplinary Procedure**

3.1 The disciplinary procedure will be used where there are possible issues of misconduct. It does not apply to cases where an employee fails to perform to the required standard as a result of lack of skill, capability or training or has genuine sickness absence, where the Capability Procedure will apply instead.

3.2 If you, or your chosen companion, anticipate or experience any difficulty at any stage of the procedure because of a disability or a medical condition, you should contact your Line Manager.

#### 3.3 Investigation

3.3.1 If any complaint of misconduct is made against you, an investigation will usually be carried out by your Line Manager (the 'Investigating Officer'), without unreasonable delay, to establish the facts of the case. 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 step(s) taken in relation to the situation.

3.3.3 You do not have a statutory right to be accompanied at any investigatory meeting that may take place.

#### 3.4 Suspension

If we have grounds to believe that you may be guilty of misconduct which we consider to be serious (gross) misconduct, where relationships have broken down, or where we have grounds to consider that our property or responsibilities to other parties are at risk, or where we consider that your continued presence at our premises would hinder an investigation, we will be entitled to suspend you on full pay. Any such suspension will be as brief as possible and will be kept under review. A decision to suspend you is not considered a disciplinary action, nor does it imply that any decision has been taken about your case.

#### 3.5 Attendance and companions at disciplinary and appeal meetings

3.5.1 You should make every effort to attend any disciplinary hearing (including any appeal hearing). If you or your companion cannot attend the meeting, you should let us know as soon as possible and propose a reasonable alternative date and time. If this is

within five working days of the original date, we will accept it and the meeting will take place then. If it is not, we will make reasonable attempts to agree another alternative date and time. If you are persistently unable or unwilling to attend a disciplinary meeting without good cause, we will make a decision on the evidence available.

3.5.2 You are entitled to be accompanied at any disciplinary meeting (including any appeal) 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 of any fellow work colleague. You may not be accompanied by any other person, such as a relative, without our prior agreement, or by a legal representative.

3.5.3 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 Partnership 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.

### 3.6 Stage one: invitation to disciplinary meeting

3.6.1 Where the Investigating Officer decides that there is a disciplinary case to answer, disciplinary meeting will be convened without unreasonable delay, while allowing you reasonable time to prepare your case. You will be notified in writing of the date, time and venue for the meeting.

3.6.2 The letter will contain sufficient information about the alleged misconduct and its possible consequences to enable you to prepare to answer the case at the meeting. It will also usually provide copies of any written evidence, which may include any witness statements.

### 3.7 Stage two: disciplinary meeting

3.7.1 Where possible, the meeting will usually be heard and chaired by a Partner who was not involved in the investigation (the 'Chair'). A note-taker will be present.

3.7.2 At the hearing, the Chair 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 Partnership. You will be given a reasonable opportunity to ask questions, present evidence and call witnesses. You should notify us 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.

3.7.3 The proceedings, any statements and all documents and records relating to disciplinary hearings will be kept confidential.

### 3.8 Adjournment

The Chair will may adjourn any disciplinary meeting (including any appeal), for example if further investigation or evidence is required. The meeting will usually be reconvened afterwards.

### 3.9 Decision

At the end of the disciplinary meeting, the Chair will normally adjourn the meeting before making a decision. Following the adjournment, the Chair may issue an oral decision or may deliberate further and issue a decision in writing. In any event, written notification of the outcome of the meeting will usually be sent to you within five working days of the last meeting, or as soon as reasonably practicable, together with an explanation of any disciplinary action to be taken and notification of your right to appeal.

### 3.10 Levels of disciplinary sanction

3.10.1 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.

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

3.10.3 Level 1: written warning

Where misconduct is confirmed you will usually be given a formal written warning. A first written warning will normally remain in force for six months.

#### 3.10.4 Level 2: final written warning

If you fail to improve or change behaviour during the currency of a prior written warning or where the misconduct, infringement or offence is sufficiently serious, you may be given a final written warning. A final written warning will normally remain in force for 12 months.

#### 3.10.5 Level 3: dismissal or other sanction

If you fail 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 (serious) misconduct (see paragraph 2.4 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.

3.10.6 Alternatively, a sanction other than dismissal may be imposed (e.g. demotion, loss of seniority). If that is the case, 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.

#### 3.11 Written warnings: information to be provided

A first or final written warning will set out the nature of the misconduct and the change in behaviour required, and the timescale. It will also set out the consequences of further misconduct within the set period following the warning. A copy of the first or 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 warning remains in force may be longer than that specified above. A first written warning will normally be disregarded for disciplinary purposes after six months and a final written warning after 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.

#### 3.12 Dismissal: information to be provided

Where you are dismissed, you will be given written confirmation setting out details of the reason for 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 your right to appeal against the dismissal.

### 3.13 Summary dismissal

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

### 3.14 Appeals

3.14.1 If you wish to appeal against a disciplinary decision or sanction, you must inform the Chair in writing within five working days of receiving notification of the disciplinary decision, setting out the full grounds for your appeal. If you wish to produce additional evidence to support your case then this must be provided to the Chair in advance of the appeal hearing.

3.14.2 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 Chair has received written notification of your appeal.

3.14.3 Wherever possible, the appeal will be heard by another Partner who has not been involved in the investigation or disciplinary hearing (the 'Appeal Chair').

3.14.4 You will be informed of the arrangements for the appeal hearing, confirmation of the Appeal Chair, details of any other representative of the Partnership who will be present, the note-taker, and of the right to be accompanied at the appeal hearing.

3.14.5 The Appeal Chair 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.

3.14.6 The Appeal Chair's decision will be final. There is no further right of appeal.