This template has been provided the Scottish Council for Voluntary Organisations (SCVO).

Use of this model policy is entirely at your own risk. The policy should be adapted to suit your own organisational needs, and you should ensure if meets your own specific requirements. You should also check this policy is compliant with the law and your organisation’s governing document. No liability rests with SCVO.

For more information see our information on [using SCVO templates](https://scvo.scot/support/using-scvo-templates).

**Staff Handbook Template**

**Working at X**

We hope X is a great place to work, with good terms and conditions and a welcoming, positive culture where people feel they can be their best selves. We aim to follow the principles of Fair Work.

Our values are:

* X
* X
* X

We live our values as we go about our work, with each other and with people outside X. Our full values and behaviours statement is available on X.

**Equality, diversity and inclusion**

We interpret equality of opportunity, diversity and inclusion in the widest sense. This means we are committed to the eradication of all forms of unfair discrimination and prejudice and recognise the need to address these through both the fulfilment of our legal responsibilities and good practice. We want X to benefit from the skills and experience of as diverse a range of people as possible.

**Bullying and harassment statement**

X aims to provide an environment where the dignity of all staff is respected and safeguarded. We recognise the serious effects of harassment and bullying, and we are committed to taking formal action to eradicate bullying and harassment from our working environments.

We will investigate all reports and complaints of discrimination, bullying and harassment. See our anti bullying and harassment policy for more information, or speak to X.

**Terms and Conditions – what’s in your contract?**

When you first start your job, you will have a probationary period. That means for the first six months, either you or X can terminate your employment with (enter required notice period here) notice. You can find out more in our Probationary Period Policy.

**Where can I work?**

We have offices in X and your official location will be in one of those offices.

(Option) However, you can work at home or somewhere else that works for you. You can find out more in our Hybrid Working Policy.

**When can I work?**

If you work full-time, your standard working week is X hours, and standard working day is X hours. You must take a break of at least 30 minutes every day. If you work less than X hours a week, all your terms and conditions are worked out pro rata for the hours you work.

You’ll find your working hours in your ‘statement of employment particulars’.

**Flexitime**

Flexitime at X means you can vary your start, finish and break times, within the parameters of our Hybrid Working policy.

**TOIL**

Sometimes you might be asked to work longer than your normal hours. You can claim this time (known as TOIL – time off in lieu) back at a later date. You need to agree this in advance with your manager and record this in X.

See our Flexitime and TOIL policy for more information.

**Flexible working requests**

You are entitled to request flexible working arrangements, right from day one. That means you can:

* Change your working pattern
* Change the number of hours you work (e.g. to part-time hours)
* Change your official location

You need to agree your flexible working in writing with your line manager and HR. If you ask to work flexibly, your manager must respond within 28 working days and if you have a discussion about it, you can bring a trade union rep or colleague with you. See our Flexible Working Policy for more information.

In exceptional circumstances you may be paid for additional hours, known as “overtime.” Overtime payment has to be agreed by the Chief Executive.

You may occasionally be asked to work unsocial hours or need to be away from home overnight. If this is a regular part of your job it will be clear from the earliest stage of the recruitment process.

In the unlikely event that we change your job so that you have to work away from home, at weekends or unsociable hours on a regular basis, we will ask for your agreement to the change.

**What will I be paid?**

If you work less than X hours a week, your salary will be paid pro rata for the hours you work.

You will be paid on or around the X of each month by BACS.

**Don’t lose out on your pension!**

It’s important to make sure you’ve got arrangements in place for your future. Your pension is an important element of your pay and conditions. X offers a defined contribution pension scheme.

Because it’s the law, you will be automatically enrolled into X’s pension scheme if you are between the ages of 22 and state pension age and if your salary is more than £10,000 a year. If you don’t fall into this age bracket, you can still enrol into our pension scheme if you wish. Find out more by contacting HR.

The basic auto-enrolment contribution rates are:

Employee contribution: X% of your annual salary

Employer contribution: X% of your annual salary

But you can enhance your pension to the following rates, you also have the option of contributing through a salary exchange:

Employee contribution: X% or X% of your annual salary

Employer contribution: X% or X% of your annual salary

For more information about X’s pension options please contact X.

**How do I take time off?**

You are entitled to annual leave and other forms of leave for particular reasons.

**Annual Leave**

You are entitled to X days’ annual leave a year. If you work less than X hours per week, your entitlement will be pro rata for the hours you work.

X’s leave year runs from X to X, so in your first year of working with X, you will get annual leave proportionate to the time left in the leave year. That’s worked out like this for full-time staff:

|  |  |
| --- | --- |
| Completed calendar months in current year | Days |
| 1 | 2.5 |
| 2 | 5 |
| 3 | 7 |
| 4 | 9.5 |
| 5 | 12 |
| 6 | 14 |
| 7 | 16.5 |
| 8 | 19 |
| 9 | 21 |
| 10 | 23.5 |
| 11 | 26 |
| 12 | 28 |

**Public holidays**

Public holidays fall throughout the year at different times across each local council area. X recognises the following holidays:

* X
* X
* X

(Option) X is closed between Christmas and New Year, and you don’t need to use any leave. We call this time off, office closure days.

(Option) X is closed between Christmas and New Year. You should reserve sufficient annual leave to account for this closure.

If you work less than 35 hours a week, your annual leave and public holiday entitlements are added together and calculated in hours to make sure you can take the right amount of time off, when you want to take it.

**Healthcare appointments**

When you have an appointment with your GP, dentist, optician or other healthcare service, you should use flexitime or TOIL and you must agree the time off with your manager in advance.

**Parental Leave**

You can use parental leave to take unpaid time off work to spend more time with your child or children and strike a better balance between your work and family commitments. Parental leave can be taken up to your child’s 18th birthday. You can take up to 18 weeks’ unpaid leave, up to a maximum of 4 weeks in any one year.

**Parental bereavement leave**

Parents, including adoptive parents and stepparents who lose a child under the age of 18 or after 24 weeks’ pregnancy are entitled to 2 weeks’ bereavement leave at full pay.

**Bereavement leave**

If someone close to you dies, you can take 3 days’ bereavement leave. This period can be extended by the Chief Executive if there are special circumstances.

**Carers’ leave**

If you have caring responsibilities, you can take time off work to deal with unexpected events, for example a breakdown in normal care arrangements. Carers’ leave is unpaid, up to 5 days per year. For more details see X’s Carers’ Leave policy.

**Jury service / appearing in court as a witness**

If you are called for jury service or to appear in court as a witness, you are entitled to paid time off work.

**Time off for trade union duties**

If you are a trade union representative, you can take reasonable paid time off to carry out your official duties at X. And you can take paid time off for approved trade union training and to attend branch meetings. Accredited safety representatives can take reasonable time off to attend to duties and training.

Trade union officials and members can take reasonable time off without pay during working hours to take part in trade union activities, other than industrial action.

To decide what is considered reasonable in relation to time off for trade union duties, X will be guided by the ACAS Codes of Practice.

You should give your line manager as much notice as possible when you need time off and you might be asked to provide written evidence.

**Public or civic duties**

You can get time off to take on a role that is considered a public or civic duty, like standing for election to a council, being a children’s panel member or being on the board of a public body.

In some cases, the time off is paid, and in others it isn’t – usually because a daily rate is paid for the appointment. You should speak to X to get more details if there is something you are interested in or applying to do.

**What happens if I’m sick?**

X is a supportive employer. We understand that everyone will get ill at some point and need to take time off. This is what you need to do when you’re off sick:

|  |  |  |
| --- | --- | --- |
| First day of sickness | Phone your line manager (or HR if you can’t contact your line manager) before 10 am to report your absence | Fill in a self-certificate when you return to work |
| Days 2, 3, and 4 | Phone your line manager to report your continued absence | Fill in a self-certificate when you return to work |
| Day 5 | If you are off sick for more than 5 working days, you need to contact your doctor and get a doctor’s certificate (Fit Note). On your 5th day of absence, contact your line manager to update them on your condition and contact your GP to make an appointment if you are not fit to return to work. | Doctor’s certificate (Fit Note) required after 5 days of absence. |
| More than 5 working days absence | If you are signed off sick by your doctor, please contact your line manager and agree appropriate days/times to update keep in touch while you are off sick. You must contact your line manager at least once a week during any period of continued sickness absence | Doctor’s certificate (Fit Note) required.  Weekly contact with your line manager is required during any period of continued absence. |

If you don’t follow the procedure, you could miss out on occupational sick pay and you could be disciplined.

If you are unable to work because of sickness, you are entitled to the following paid time off in any one period of twelve months (*the following allowances are an example of occupational or contractual sick pay and are not legally required. Many voluntary sector organisations can only offer statutory sick pay, but if you are in a position to offer more, these entitlements can be used as an option. The legal minimums can be found here:* [*https://www.gov.uk/statutory-sick-pay*](https://www.gov.uk/statutory-sick-pay)):

|  |  |  |
| --- | --- | --- |
| **Length of service on first day of sickness** | **Full pay** | **Half pay** |
| Less than one year | 9 weeks | 9 weeks |
| One year but less than two years | 18 weeks | 18 weeks |
| Two years but less than four years | 22 weeks | 22 weeks |
| Four years' service or more | 26 weeks | 26 weeks |

Sickness entitlement is calculated on a rolling year basis.  A rolling year is the year immediately preceding the start of a period of sickness.

The Chief Executive can, in exceptional cases agree to extend or withhold sick pay. Sick pay can be withheld if you don’t follow the absence reporting procedure.

If you’re unwell during a period of annual leave, and you have a doctor’s line, you can reclaim your annual leave and use it on another occasion.

If your line manager is concerned about your health or attendance, we might refer you for an occupational health appointment and ask for a report from your GP. This is to make sure we are doing everything we can as your employer to help you to be able to work.

**Having or adopting a baby**

**Maternity leave and pay**

If you become pregnant, you are entitled to 52 weeks’ maternity leave, regardless of your length of service.

If you have 26 weeks’ service at the beginning of the 15th week before your baby is due (known as the Expected Week of Childbirth or EWC), you are entitled to maternity leave and pay as follows (*The entitlements below are an example of contractual maternity pay and are not legally required. As with sick pay, many voluntary organisations are only able to offer the statutory minimum. The minimum entitlements can be found here:* [*https://www.gov.uk/maternity-pay-leave/pay*](https://www.gov.uk/maternity-pay-leave/pay))

|  |  |
| --- | --- |
| Length of service | Pay entitlement |
| Less than 26 weeks’ service at 15th week before EWC | None, but Maternity Allowance may be payable |
| At least 26 weeks’ service at 15th week before EWC | 9 weeks full pay, 9 weeks at 50% of salary and 21 weeks at SMP (or 90% of average weekly earnings if this is less) |
| At least 2 years’ service at 11th week before EWC | 15 weeks full pay, 9 weeks at 50% and 15 weeks at SMP (or 90% of average weekly earnings if this is less) |

You must tell your manager in writing about your pregnancy and the date you plan to start your maternity leave by the 15th week before your baby is due.

You are also entitled to paid time off for antenatal care.

Apart from pay, all your other terms and conditions are the same during your maternity leave. For example, you are still entitled to annual leave, and you can carry forward your untaken annual leave into the next leave year. You might want to use this to extend your time off, or to come back to work on a phased basis.

If you contribute to your pension using a salary exchange, your contributions will stop when your pay reduces to statutory maternity pay only. For more information about your pension during maternity leave, please contact X.

Your employment is continuous and protected while you’re on maternity leave. You have the right to return to the same job, on the same terms and conditions. Where this is not reasonably practicable, you are entitled to return to a suitable and appropriate job on terms that are no less favourable.

**Neo-natal care leave**

If your baby requires neo-natal care, you can take up to 12 weeks off work to be with them. You are entitled to this leave from the first day you work with us and is in addition to maternity/paternity leave. If eligible, you will be paid the same rate as maternity/paternity pay for this time.

**Miscarriage and stillbirth**

If you lose your baby after 24 weeks of pregnancy, you are entitled to the above leave and pay. Time off to recover from a miscarriage earlier than 24 weeks into your pregnancy will be regarded as pregnancy-related sick leave and will not affect your absence record or employment.

**Adoption leave and pay**

If you are matched with a baby or child for adoption and have 26 weeks’ service, you are entitled to Adoption leave and pay. Adoption leave and pay are available to single people who adopt and to one member of a couple in a joint adoption. How much paid time off you can take is dependent on how long you have worked with X (*the following entitlements are an example of contractual adoption leave pay and are more than the legal minimum. These can be found here:* [*https://www.gov.uk/adoption-pay-leave/pay*](https://www.gov.uk/adoption-pay-leave/pay)).

|  |  |
| --- | --- |
| Length of service | Pay entitlement |
| Less than 26 weeks’ service at matching week | None, but Adoption Allowance may be payable |
| 26 weeks’ service at matching week | 9 weeks full pay, 9 weeks at 50% of salary and 21 weeks at the statutory rate (or 90% of average weekly earnings if this is less) |
| 2 years’ service at matching week | 15 weeks full pay, 9 weeks at 50% and 15 weeks at the statutory rate (or 90% of average weekly earnings if this is less) |

You will need to give us a copy of your matching certificate to confirm your adoption leave and pay.

You have the right to return to the same or similar role on your return from adoption leave, on terms that are no less favourable.

Adoption leave is available where a child is newly placed for adoption. It isn’t available for stepfamily adoptions or adoptions by a child’s existing foster carers.

**Paternity leave**

If your partner has a baby and you have 26 weeks’ continuous service with X, you are entitled to 10 days' paid paternity leave. You can take this leave any time within the first year after birth. You need to fill in the form requesting paternity leave and give it to your line manager at least four weeks before you want to be off.

Despite its name, paternity leave is available to same sex couples, and it also applies to one member of an adopting couple.

**Shared parental leave**

Shared parental leave means couples can share maternity leave and pay. To qualify, you or your partner must be eligible for maternity pay or leave, maternity allowance or adoption pay or leave. And you need to have been employed continuously for at least 26 weeks by the end of the 15th week before the due date, or by the date you are matched with your adopted child. See X’s Shared Parental Leave policy for more information.

**Health and safety at work**

We are all responsible for making sure X’s workplaces and working practices are safe. You can find out more about what this means in X’s Health and Safety policy. You will need to do regular training on things relating to your health and safety at work.

**The end of your employment with X**

**Notice**

If you decide to leave your job, you need to give us notice. The amount of notice you need to give is set out in your statement of employment particulars.

If we decide to end your employment with X, you are entitled to four weeks’ notice, or one week for each completed year of continuous service up to a maximum of twelve weeks, whichever is the most.

As set out above, during your six-month probation period at the start of your employment, the notice period is X.

In some circumstances, we can agree not to apply the notice period. Neither you nor X can do this without the other’s agreement.

**Redundancy**

Details can be found in our Redundancy Policy.

**Trade Union membership**

By law, everyone has the right to belong to a trade union and take part in its activities. You also have the right not to join a union. At X, we encourage all our staff to join a trade union, while also recognising your right not to do so. You be treated fairly regardless of whether you are a union member.

(Option) We have a formal recognition agreement with X. This means that while you can choose to join any trade union, X is the only one we negotiate with on terms and conditions. You can find details of union representatives on SharePoint, or ask X.

**Travel and other expenses**

If you have to travel for work, you can claim back all reasonable expenses, as long as you’ve got the receipts. You can find out exactly what you can claim for in our Expenses Policy.

You should walk, cycle or use public transport wherever possible.

**Other employment**

If you have, or intend to apply for, an additional job outwith X, you need to have permission in writing from the Chief Executive. Under the Working Time Regulations, no one should work more than 48 hours a week.

**Grievance procedure**

X has an agreed procedure for dealing with staff grievances. You can find the Grievance Procedure in Appendix 1.

**Disciplinary procedure**

X has an agreed procedure for dealing with disciplinary matters. Details are in Appendix 2. We may follow a shorter procedure for staff with less than one year’s service.

**Dealing with confidential information**

You must not use or communicate to any person, confidential information relating to X for anything but your work. This still applies after you have left X.

You must follow the Data Protection Policy at all times. You will need to do regular data protection training.

X mcan process your data for a variety of purposes, including sensitive personal data. X will only process this data where the law allows us to. For details about the type of data we hold, why we hold it and how it relates to the law see X’sData Protection Policy.

**Intellectual property**

Any material you produce in your work with us belongs to X.

**Changes to conditions of service**

Either X or the trade union can propose changes to the terms and conditions set out in this document. Changes will not be implemented without negotiation and agreement.

If any changes are agreed, you will be notified within twenty-eight days of the agreement.

**Other things about working for X**

These things are not part of your formal terms and conditions but are important aspects of working for X.

**Learning and Development**

We believe learning and development is important for everyone. You should discuss your career aspirations and your learning and development needs with your line manager.

You can find further details in X’s Learning and Development Policy.

**Recruitment**

Our recruitment and selection processes are based on the need to recruit people with the necessary skills, experience, knowledge and values to deliver X’s objectives and to build a diverse workforce.

We will share details of all new vacancies with all staff and try to attract a broad range of candidates.

**Induction**

If you are new to X, you will have a comprehensive induction programme covering both the organisation as a whole and the team in which you work. More details can be found in your Induction Pack.

**Appraisal**

The aim of appraisals at X is to review performance and development in an open two-way process. Done well, appraisals should enable and motivate us to improve our performance, achieve our goals, take responsibility for developing our skills and knowledge and to seek feedback. You and your line manager will meet for a formal appraisal discussion at least once year.

**Who can I speak to find out more about working with X?**

Your line manager should be able to help with most of your questions or interests. But you can also get in touch with the X or with a trade union representative.

|  |  |
| --- | --- |
| Date of issue/update | Last updated: |
| Policy owner |  |
| Approved by |  |

**Appendix 1: Grievance procedure**

1. **Informal process**

It may be possible to resolve your grievance informally, through open communication with your manager. If appropriate, speak to your manager without delay and try to find a solution together.

**2 Formal process**

If you feel that the grievance is too serious to discuss informally, put your grievance in writing to your line manager.

If your grievance is about your manager, or, if there is some reason you do not want to raise it with them, put your grievance in writing to your head of department.

|  |
| --- |
| What to include in your written grievance Set out the details of the grievance and realistic suggestions as to how you would like X to resolve the grievance. |

On receipt of the written grievance, your line manager (or head of department) will share it with X. X will write to you within X day/s to confirm that your grievance has been received and to let you know what will happen next.

**2.1 Grievance meeting**

The next step is to invite you to a meeting to discuss your grievance. We will normally meet with you within five days of receiving your written grievance. A Head of Department or more senior manager will hear your grievance. X will advise on the process and take a note of the meeting.

You can bring a current work colleague or a trade union representative with you to this meeting.

The meeting is an opportunity to explain your grievance and how you think we can resolve it. We ask that you make every effort to join this meeting.

A note of the meeting will be taken, summarising what was discussed, and a copy will be shared with you. A copy of the notes will be stored by X.

If further investigation is necessary, for example if we need to interview other members of staff, we will adjourn the meeting. We will let you know within five working days of meeting with you what the next steps are. The next steps may include an outcome letter, or further investigation.

**2.2 Outcome**

If possible, we will let you know the outcome of your grievance within five working days. We will let you know in writing, and you can appeal against the decision if you do not agree with it.

It may take longer than five days to make our decision. In this case we will keep you informed about the revised timescales.

It may not be appropriate to share with you in full detail the outcome of your grievance. For example, if your grievance involves another member of staff, it may not be appropriate to share with you the details of any decision regarding other members of staff.

**2.3 Further investigation ­- grievance investigation**

If the action or behaviour of another member of staff is the cause of your grievance, it will be necessary to investigate the action/behaviour. If it is necessary to interview other members of staff, we will follow the ACAS Code of Practice for disciplinary and grievance procedures, and the ACAS guide to conducting workplace investigations. An investigating officer and terms of reference for the investigation will be agreed. Staff can be accompanied by a current colleague or trade union representative at any meeting called under this procedure and will be given advance notice of investigation meetings (five days where possible).

**3 Appeals**

If you are not happy with our decision, you can appeal in writing within five days of receipt of the decision. Your appeal must explain why you are appealing the decision. Your reason for appeal can include that you have new information that was not included in your original grievance.

We will invite you to an appeal meeting, usually within five days of you lodging your appeal. Wherever possible, the appeal meeting will be heard by a different manager. You may be accompanied by a trade union representative or work colleague.

Our final decision will be sent to you in writing. We try to do this within five days of the appeal hearing. You do not have any further right to appeal against our decision.

**4 Further information**

**4.1 Grievances involving senior managers**

If the subject of the grievance is your head of department or a more senior member of staff, send your written grievance direct to X who in consultation with a Director, Chief Executive, or member of the board (as appropriate) will decide who will hear the grievance.

**4.2 Protection against detriment**

Nothing in this procedure is intended to prevent you from raising a concern you have. If you raise a genuine concern under this procedure, you will not be subject to any detrimental or less favourable treatment as a result.

The above protection does not apply to claims that are found to be vexatious or malicious i.e. claims made with the intention to harass or harm.

**4.3 Extending timescales under the procedure:**

The timescales outlined in this procedure will be followed whenever this is reasonably practicable. There may be extenuating circumstances that are outside of either parties’ control, which result in the timescales being extended.

We will advise you as soon as possible if it is not reasonably practicable to follow the stated timescales, and revised timelines will be agreed.

[April 2024 Version]

Diagram

Description automatically generatedGrievance procedure flowchart

**Appendix 2: Disciplinary procedure**

**Disciplinary procedure**

**Introduction**

This procedure aims to support fair and responsible treatment of all staff and ensure that good standards of conduct at work are the norm. The procedure is designed to ensure there is a fair process for managing misconduct and behaviour that conflicts with X’s standards and values.

This procedure will be applied where it is not possible to address the conduct issue through one-to-one meetings or the appraisal process, either because this hasn’t worked or because the matter is serious enough to move straight to a formal process.

We will follow the procedure outlined below, the ACAS Code of practice for disciplinary and the ACAS guide to workplace investigations.

**Informal procedure**

Minor matters will be addressed informally by your line manager, usually with the support of X, with the aim of improving standards through support, additional training and regular meetings.

**Formal disciplinary procedure**

When the informal approach has not worked or if the matter is sufficiently serious, there will be a formal disciplinary investigation and hearing.

**The investigating officer**

The investigation will be carried out by an ‘investigation officer’. The investigation officer will be appointed by a Director with the support of HR and will normally be a Head of Department. HR will advise the investigation officer on the process to be followed.

**3.2 Invite to the investigation meeting**

The investigation officer will write to you setting out the arrangements and purpose of the investigation meeting. You can be accompanied by a trade union representative or current colleague. You will receive no less than five working days’ notice of the meeting to allow you to prepare.

**Investigation meeting**

This meeting is the start of the formal investigation. HR will make a note of the meeting. Please do not record the meeting using your phone or other device.

The investigation officer will ask you about the matter that has instigated the investigation. It’s important that you are as open and honest as possible. The person accompanying you can offer support but can’t speak on your behalf.

The investigation officer will decide if there are other people who need to be interviewed, and if there is additional information they need to gather. This is to make sure they get the fullest picture possible to enable proper consideration of the facts.

When the investigation officer has fully investigated the matter, they will report to the Head of Department or Director who will decide whether it is appropriate to call a disciplinary hearing, or if no further action is required. You will be informed of the outcome of the investigation.

If no further action is required, the matter will be closed.

**Disciplinary hearing (decision-making stage)**

Based on the findings of the investigation the Head of Department or Director will decide if a disciplinary hearing is necessary and appropriate. The Head of Department or Director will arrange a date for the disciplinary hearing and chair the hearing.

You will receive written notice of the meeting, setting out the allegations, the names of any witnesses and details of any other material which will be considered, as well as the arrangements for the meeting. You will receive at least five working days’ notice of the hearing. You have the right to be represented in the hearing by a trade union representative or current colleague.

You should inform the person convening the hearing if you intend to call any witnesses or submit any other material for consideration in support of your case. You must do this at least two working days before the hearing.

Those convening the hearing will be supported by X, or in exceptional circumstances by someone external to X.

**Outcome of the disciplinary hearing**

You will be informed of the decision in writing within five working days of the hearing. The outcome letter will set out what, if any action is being taken and the reasons, as well as the implications for your continuing employment. It will also set out how you can appeal against the decision.

**Right of appeal**

You have the right to appeal against the outcome of the hearing. You should submit your appeal to X within five working days of receiving the outcome letter, setting out the grounds of your appeal. An appeal hearing will be convened within five working days where possible. The appeal will be heard by a more senior manager, e.g. a Director or our Chief Executive. We will advise you of the appeal outcome withing five working days. The decision of the appeal is final.

**3.7 Exceptions**

We may follow a shorter procedure for staff with less than one year’s service.

**Formal disciplinary action**

The action taken will reflect the nature and seriousness of the case, and whether there is any history of previous disciplinary action.

**4.1 Warnings**

The outcome letter will set out the details of the warning issued, including the reasons, what you need to do to and any support that X will provide to enable you to address the situation.

|  |  |  |
| --- | --- | --- |
| The level of warning relates to the seriousness and nature of the misconduct:  Action | Authority to issue  (with the support of HR) | Duration of warning on HR file |
| First level warning | Head of Department and above | 6 months |
| Second level warning | Head of Department and above | 9 months |
| Final warning | Head of Department and above | 12 months |
| Dismissal | Director or Chief Executive |  |

**4.2 Failure to comply with a first or second level warning**

Failure to improve in response to a first or second level warning will normally result in a final warning. The final warning will be recorded for a period of 12 months. X reserves the right to consider expired warnings in future disciplinary decisions if relevant.

If you have been issued with a final warning, failure to comply with the requirements or further misconduct will normally result in dismissal.

**4.3 Dismissal**

Failure to meet the requirements set out in the final warning or further misconduct will normally lead to dismissal. X’s Directors and Chief Executive have the authority to dismiss an employee and a decision of this kind will only be made after the fullest possible investigation and hearing.

Where gross misconduct has been found following an investigation and hearing, dismissal without notice may result. Examples of gross misconduct are set out in section 8 below.

**Appeals**

Appeals against disciplinary decisions must be made in writing to the Head of HR within five working days of receipt of the outcome letter. The appeal hearing will take place withing five days of receipt of your written appeal. The appeal will be held by a more senior manager than the manager who convened the disciplinary hearing and issued the outcome letter. If the original decision was made by the Chief Executive, the appeal will be held by an appeals sub-committee of X consisting of two Board members. In some circumstances, the appeal may be heard by someone external to X.

**Suspension from work**

When an allegation of misconduct is made, you can be suspended from work on full pay to allow the investigation to take place. This does not happen very often, and you will be given clear reasons in writing for why you are being suspended and for how long.

**Disciplinary timescales at a glance**

|  |  |
| --- | --- |
| **Stage** | **Timescales** (ordinarily and where practicable) |
| Investigation | Invitation in writing, to investigation meeting with 5 working days’ notice |
| Hearing | Invitation in writing, with 5 working days’ notice. This can be shortened by mutual consent. If meeting is postponed, a new date will be set within 5 working days or as mutually agreed. |
| Decision | Decision to be given, in writing, within 5 working days where possible. |
| Appeal | Employee to submit appeal within 5 working days of receiving the outcome letter. |
| Appeal hearing | To be convened within 5 working days of receipt of the appeal. |
| Appeal decision | Within 5 working days of the appeal hearing. |

**7.1 Extending timescales under the procedure:**

The timescales outlined in this procedure will be followed whenever this is reasonably practicable. There may be extenuating circumstances that are outside of either parties’ control, which result in the timescales being extended.

We will advise you as soon as possible if it is not reasonably practicable to follow the stated timescales, and revised timelines will be agreed.

**Examples of gross misconduct**

The following are examples of gross misconduct (this list of examples is not exhaustive):

* Intentional discriminatory behaviour, sexual harassment, harassment in relation to any other of the protected characteristics as set out in the Equality Act 2010
* Bullying or violent, dangerous or intimidatory conduct
* Serious breach of rules, policies or procedures, especially those designed to ensure safe operation
* Divulging or misusing confidential information
* Theft of fraud
* Consumption of alcohol or drugs, intoxication by reason of alcohol or drugs during the working day
* Inappropriate use of e-mail, internet, social media, chat, call or video tools and/or computer systems
* Falsification of any organisation records including reports, accounts, expenses claims or self-certification forms
* Unauthorised use of X’s assets and equipment
* Deterring someone from using the Whistleblowing Procedure or breaching their right to confidentiality under it
* Victimising or bullying of anyone who uses the Whistleblowing Policy.
* Maliciously raising false concerns
* Refusal to carry out duties or obey reasonable instructions, except where individual safety may reasonably be in jeopardy
* Concealing or destroying information

**Other misconduct**

There are other breaches of discipline in the course of employment which are not as serious as those described above, but which can result in disciplinary action.

* Regular lateness for work
* Absence from work without leave or prior authorisation
* Failure to follow employment procedures – e.g. failure to follow absence reporting procedure
* Failure to carry out your line manager’s instructions
* Neglect of duty not amounting to gross misconduct
* Breach of confidence not amounting to gross misconduct

[April 2024 Version]  
  
[See disciplinary process flowchart on next page >](#co_anchor_a706858_1)

**Text

Description automatically generated**