



Magisters
Education

Disciplinary Procedure

Company Policy No: 6

Company: Nutrix Personnel t/a Magisters Education Ltd

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Disciplinary Procedure

- 1.1 The aims of this Disciplinary Procedure are to provide a framework within which managers can work with employees to maintain satisfactory standards of conduct and to encourage improvement where necessary.
- 1.2 If you are in any doubt as to your responsibilities or the standards of conduct expected, you should speak to your line manager or a member of Human Resources.
- 1.3 It is our policy to ensure that any disciplinary matter is dealt with fairly and that steps are taken to establish the facts and to give employees the opportunity to respond before taking any formal action.
- 1.4 The procedure applies to all employees regardless of length of service. It does not apply to agency workers or self-employed contractors
- 1.5 This procedure is used to deal with misconduct. It does not apply to cases involving genuine sickness absence, proposed redundancies or poor performance. In those cases, reference should be made to the appropriate policy or procedure in the Employee Handbook.
- 1.6 This procedure does not form part of any employee's contract of employment and it may be amended at any time. We may also vary this procedure, including any time limits, as appropriate in any case.

2. Rules of conduct

- 2.1 While working for us you should at all times maintain professional and responsible standards of conduct. In particular you should:
 - (a) observe the terms and conditions of your contract, particularly with regard to (but not limited to):
 - (A) hours of work;
 - (B) confidentiality;
 - (C) information security.
 - (b) observe all our policies, procedures and regulations which are either included in the Employee Handbook or notified to you from time to time by means of notice boards, email, the intranet or otherwise;
 - (c) take reasonable care in respect of the health and safety of colleagues and third parties and comply with our Health and Safety Policy;
 - (d) comply with all reasonable instructions given by managers; and
 - (e) act at all times in good faith and in the best interests of our business, customers and staff.

- 2.2 Failure to maintain satisfactory standards of conduct may result in action being taken under our Disciplinary Procedure.

3. Misconduct

- 3.1 The following are examples of matters that will normally be regarded as misconduct and be dealt with under our Disciplinary Procedure:

- (a) Minor breaches of our policies including but not limited to the Sickness Absence Policy, IT and Communications Systems Policy, and Health and Safety Policy.
- (b) Minor breaches of your contract.
- (c) Damage to, or unauthorised use of, our property.
- (d) Poor timekeeping.
- (e) Time wasting, including but not limited to when working from home or as part of a hybrid working arrangement.
- (f) Unauthorised absence from work.
- (g) Working from home contrary to the terms of your employment contract and without the prior written approval of [your line manager.
- (h) Refusal to follow instructions.
- (i) Excessive use of our telephones or other information and communication systems for personal calls and messages.
- (j) Excessive personal email or internet usage.
- (k) Failure to provide completed time sheets or comply with other instructions, whether in writing or otherwise, or requirements to account for your working time and activities, including but not limited to in respect of time spent working from home or as part of a hybrid working arrangement.
- (l) Failure to attend the workplace or other reasonably accessible location for meetings, training courses or other events when you would otherwise be working from home.
- (m) Obscene language or other offensive behaviour, including sexual harassment.
- (n) Negligence in the performance of your duties.
- (o) Smoking in no-smoking areas.
- (p) Failure to comply with any reasonable instructions or measures that we implement in response to an emergency or other critical situation.

- 3.2 This list is intended as a guide and is not exhaustive.

4. Gross misconduct

- 4.1 Gross misconduct is a serious breach of contract and includes misconduct which, in our opinion, is likely to prejudice our business or reputation or irreparably damage the working relationship and trust between us. This may include misconduct committed outside of work. Gross misconduct

will be dealt with under our Disciplinary Procedure and will normally lead to dismissal without notice or pay in lieu of notice (summary dismissal).

4.2 The following are examples of matters that are normally regarded as gross misconduct:

- (a) Theft, or unauthorised removal of our property or the property of a colleague, contractor, customer or member of the public;
- (b) Fraud, forgery or other dishonesty, including fabrication of expense claims and time sheets;
- (c) Actual or threatened violence, bullying or behaviour which provokes violence;
- (d) Deliberate damage to our buildings, fittings, property or equipment, or the property of a colleague, contractor, customer or member of the public;
- (e) Serious misuse of our property or name;
- (f) Deliberately accessing internet sites containing pornographic, offensive or obscene material;
- (g) Repeated or serious failure to obey instructions, or any other serious act of insubordination;
- (h) Unlawful discrimination, harassment or victimisation;
- (i) Bringing the organisation into serious disrepute;
- (j) Serious incapability at work brought on by alcohol or illegal drugs;
- (k) Causing loss, damage or injury through serious negligence;
- (l) Serious or repeated breach of health and safety rules or serious misuse of safety equipment;
- (m) Unauthorised use or disclosure of confidential information or failure to ensure that confidential information in your possession is kept secure;
- (n) Accepting or offering a bribe or other secret payment or other breach of our Anti-corruption and bribery policy;
- (o) Conviction for a criminal offence that in our opinion may affect our reputation or our relationships with our staff, customers or the public, or otherwise affects your suitability to continue to work for us;
- (p) Possession, use, supply or attempted supply of illegal drugs;
- (q) Serious neglect of duties, or a serious or deliberate breach of your contract or our procedures;
- (r) Knowing breach of statutory rules affecting your work;
- (s) Unauthorised use, processing or disclosure of personal data contrary to our Data Protection Policy;
- (t) Harassment or victimisation of, or discrimination against, employees, contractors, clients or members of the public, related to gender, sexual orientation, marital or civil partner

status, gender reassignment, race, colour, nationality, ethnic or national origin, disability, religion or belief or age;

- (u) Serious sexual harassment;
- (v) Refusal to disclose any of the information required by your employment or any other information that may have a bearing on the performance of your duties;
- (w) Giving false information as to qualifications or entitlement to work (including immigration status) in order to gain employment or other benefits;
- (x) Knowingly taking parental, shared parental, paternity or adoption leave when not eligible to do so or for a purpose other than supporting a child;
- (y) Making a disclosure of false or misleading information under our Whistleblowing Policy maliciously, for personal gain, or otherwise in bad faith;
- (z) Making untrue allegations in bad faith against a colleague;
- (aa) Serious misuse of our information technology systems (including misuse of developed or licensed software, use of unauthorised software and misuse of email and the internet) contrary to our Information and Communications Systems Policy;
- (bb) Undertaking unauthorised paid or unpaid employment during your working hours;
- (cc) Unauthorised entry into an area of the premises to which access is prohibited.

This list is intended as a guide and is not exhaustive.

5. Minor conduct issues

- 5.1 Minor conduct issues can often be resolved informally between you and your line manager. These discussions should be held in private and without undue delay whenever there is cause for concern. Where appropriate, a note of any such informal discussions may be placed on your personnel file but will be ignored for the purposes of any future disciplinary hearings. In some cases, an informal verbal warning may be given, which will not form part of your disciplinary records. Formal steps will be taken under this procedure if the matter is not resolved, or if informal discussion is not appropriate (for example, because of the seriousness of the allegation).
- 5.2 If you have difficulty at any stage of the procedure because of a disability, you should discuss the situation with your line manager or a member of the Human Resources Department as soon as possible.

6. Confidentiality

- 6.1 Our aim is to deal with disciplinary matters sensitively and with due respect for the privacy of any individuals involved. All employees must treat as confidential any information communicated to them in connection with an investigation or disciplinary matter.
- 6.2 You, and anyone accompanying you (including witnesses), must not make electronic recordings of any meetings or hearings conducted under this procedure, whether these meetings or hearings are conducted in person, by telephone, or using remote working platforms or technologies.

- 6.3 You will normally be told the names of any witnesses whose evidence is relevant to disciplinary proceedings against you, unless we believe that a witness's identity should remain confidential.

7. Investigations

- 7.1 The purpose of an investigation is for us to establish a fair and balanced view of the facts relating to any disciplinary allegations against you, before deciding whether to proceed with a disciplinary hearing. The amount of investigation required will depend on the nature of the allegations and will vary from case to case. It may involve interviewing and taking statements from you and any witnesses, and/or reviewing relevant documents.
- 7.2 Investigative interviews are solely for the purpose of fact-finding and no decision on disciplinary action will be taken until after a disciplinary hearing has been held.
- 7.3 You do not normally have the right to bring a companion to an investigative interview. However, we may allow you to bring a companion if it helps you to overcome any disability-related disadvantage, or any difficulty in understanding English.
- 7.4 You must co-operate fully and promptly in any investigation. This will include, among other things, informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending investigative interviews if required. Investigative interviews may take place in person or remotely, using remote working platforms or technologies as appropriate.

8. Criminal allegations

- 8.1 Where your conduct is the subject of a criminal investigation, charge or conviction we will investigate the facts before deciding whether to take formal disciplinary action.
- 8.2 We will not usually wait for the outcome of any prosecution before deciding what action, if any, to take. Where you are unable or have been advised not to attend a disciplinary hearing or say anything about a pending criminal matter, we may have to take a decision based on the available evidence.
- 8.3 A criminal investigation, charge or conviction relating to conduct outside work may be treated as a disciplinary matter if we consider that it is relevant to your employment.

9. Suspension

- 9.1 In some circumstances we may need to suspend you from work. The suspension will be for no longer than is necessary to investigate any allegations of misconduct against you or so long as is otherwise reasonable while any disciplinary proceedings against you are outstanding and we will confirm the arrangements to you in writing. While suspended you should not visit our premises or contact any of our clients, customers, suppliers, contractors or staff, unless you have been authorised to do by your line manager or a member of Human Resources.

- 9.2 Suspension of this kind is not a disciplinary penalty and does not imply that any decision has already been made about the allegations. You will continue to receive your basic salary during the period of suspension.

10. Notification of a hearing

- 10.1 Following any investigation, if we consider there are grounds for disciplinary action, you will be required to attend a disciplinary hearing. We will inform you in writing of the allegations against you, the basis for those allegations, and what the likely range of consequences will be if we decide after the hearing that the allegations are well-founded. We will also include the following where appropriate:
- (a) a summary of relevant information gathered during the investigation;
 - (b) a copy of any relevant documents or other evidence which will be used at the disciplinary hearing; and
 - (c) a copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case we will give you as much information as possible while maintaining confidentiality.
- 10.2 We will give you written notice of the date, time and place of the disciplinary hearing. The hearing will be held as soon as reasonably practicable, but you will be given a reasonable amount of time, usually two to seven days, to prepare your case based on the information we have given you. If there are reasons for conducting any hearing remotely (for example, by using remote working platforms or technologies), we will provide these reasons to you and notify you of the relevant arrangements and instructions for joining the hearing. If you have any questions regarding how to join the hearing remotely, you should let us know before the hearing date. We recognise that, in some cases, the use of remote working platforms or technologies may not be appropriate (for example, where an employee has a hearing condition or does not have access to relevant equipment or software). In these cases, the hearing will take place in person where possible.

11. The right to be accompanied

- 11.1 You may bring a companion to any disciplinary hearing or appeal hearing under this procedure. The companion may be either a trade union representative or a colleague. You must tell the manager chairing the hearing who your chosen companion is, in good time before the hearing.
- 11.2 A companion is allowed reasonable time off from duties without loss of pay but no-one is obliged to act as a companion if they do not wish to do so.
- 11.3 If your companion is unavailable at the time a meeting is scheduled and will not be available for more than five working days afterwards, we may ask you to choose someone else.
- 11.4 We may, at our discretion, allow you to bring a companion who is not a colleague or union representative (for example, a member of your family) if this will help to overcome any disability-related disadvantage, or if you have difficulty understanding English.

12. Procedure at disciplinary hearings

- 12.1 If you or your companion cannot attend the hearing, you should inform us immediately and we will arrange an alternative time. You must make every effort to attend the hearing, and failure to attend without good reason may be treated as misconduct in itself. If you fail to attend without good reason or are persistently unable to do so (for example for health reasons), we may have to take a decision based on the available evidence including any written representations you have made.
- 12.2 The hearing will be chaired by a manager. You may bring a companion with you to the disciplinary hearing (see paragraph 11).
- 12.3 At the disciplinary hearing, we will go through the allegations against you and the evidence that has been gathered. You will be able to respond, ask questions and present any evidence of your own. Your companion may make representations to us and ask questions but should not answer questions on your behalf. You may confer privately with your companion at any time during the hearing.
- 12.4 You may ask relevant witnesses to appear at the hearing, provided you give us sufficient advance notice to arrange their attendance. You will be given the opportunity to respond to any information given by a witness.
- 12.5 We may adjourn the disciplinary hearing if we need to carry out any further investigations such as re-interviewing witnesses in the light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.
- 12.6 We will inform you in writing of our decision and our reasons for it, usually within two weeks of the disciplinary hearing. Where possible we will also explain this information to you in person.

13. Disciplinary penalties

- 13.1 The usual penalties for misconduct are set out below. No penalty should be imposed without a hearing. We aim to treat all employees fairly and consistently, and a penalty imposed on another employee for similar misconduct will usually be taken into account but should not be treated as a precedent. Each case will be assessed on its own merits.
- 13.2 You will not normally be dismissed for a first act of misconduct, unless we decide it amounts to gross misconduct or you have not yet completed your probationary period.
- 13.3 **Stage 1 - First written warning.** A first written warning may be authorised by a manager and will usually be appropriate for a first act of misconduct where there are no other active written warnings on your disciplinary record.
- 13.4 **Stage 2 - Final written warning.** A final written warning may be authorised by a manager and will usually be appropriate for:

- (a) misconduct where there is already an active written warning on your record; or
- (b) misconduct that we consider sufficiently serious to warrant a final written warning even though there are no other active warnings on your record.

13.5 **Stage 3 - Dismissal.** Dismissal may be authorised by a manager and will usually only be appropriate for:

- (a) any misconduct during your probationary period;
- (b) further misconduct where there is an active final written warning on your record; or
- (c) any gross misconduct regardless of whether there are active warnings on your record. Gross misconduct will usually result in immediate dismissal without notice or payment in lieu of notice (summary dismissal).

13.6 **Alternative sanctions to dismissal.** In some cases, we may at our discretion consider alternative sanctions. These may be authorised by a manager and will usually be accompanied by a final written warning. Examples include:

- (a) Demotion.
- (b) Transfer to another department or job.
- (c) A period of suspension without pay.
- (d) Loss of seniority.
- (e) Reduction in pay.
- (f) Loss of future pay increment or bonus.
- (g) Loss of overtime.

14. The effect of a warning

14.1 Written warnings will set out the nature of the misconduct, the change in behaviour required, the period for which the warning will remain active, and the likely consequences of further misconduct in that active period.

14.2 A first written warning will usually remain active for six months and a final written warning will usually remain active for 12 months. In exceptional cases verging on gross misconduct, a final written warning may state that it will remain active indefinitely. Your conduct may be reviewed at the end of a warning's active period and, if it has not improved sufficiently, we may decide to extend the active period.

14.3 After the active period, the warning will remain permanently on your personnel file but will be disregarded in deciding the outcome of future disciplinary proceedings.

15. Appeals

- 15.1 If you feel that disciplinary action taken against you is wrong or unjust you should appeal in writing to the Human Resources team, stating your full grounds of appeal, within one week of the date on which you were informed of the disciplinary decision.
- 15.2 If you are appealing against dismissal, the date on which dismissal takes effect will not be delayed pending the outcome of the appeal. However, if your appeal is successful, you will be reinstated with no loss of continuity or pay.
- 15.3 If you raise any new matters in your appeal, we may need to carry out further investigation. If any new information comes to light, we will provide you with a summary including, where appropriate, copies of additional relevant documents and witness statements. You will have a reasonable opportunity to consider this information before the hearing, and you or your companion may comment on any new evidence arising during the appeal before any decision is taken.
- 15.4 We will give you written notice of the date, time and place of the appeal hearing. This will normally be two to seven days after you receive the written notice. As detailed in Paragraph 10.2, there may be circumstances in which it is appropriate for a hearing to be conducted remotely.
- 15.5 The appeal hearing may be a complete re-hearing of the matter, or it may be a review of the fairness of the original decision in the light of the procedure that was followed and any new information that may have come to light. This will be at our discretion depending on the circumstances of your case. In any event the appeal will be dealt with as impartially as possible.
- 15.6 Where possible, the appeal hearing will be conducted impartially by a manager who has not been previously involved in the case. You may bring a companion with you to the appeal hearing (see paragraph 11).
- 15.7 We may adjourn the appeal hearing if we need to carry out any further investigations in the light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.
- 15.8 Following the appeal hearing we may:
- (a) confirm the original decision;
 - (b) revoke the original decision; or
 - (c) substitute a different penalty.
- 15.9 We will inform you in writing of our final decision as soon as possible, usually within two weeks of the appeal hearing. Where possible we will also explain this to you in person. There will be no further right of appeal.