

### **DISCIPLINARY CODE**

This disciplinary code is operated at the sole discretion of the management. It is **based** on the ACAS “code of practice on disciplinary and grievance procedures” Copies of which can be found on the ACAS website or a copy obtained from the office.

Wherever possible minor misconduct or under performance will be dealt with informally, however if the situation is considered too serious to be classed as minor or the situation does not improve the following formal action will be taken;

#### **Disciplinary/fact finding hearings**

1. The employee will be invited in writing to a meeting using the [Disciplinary / Fact Finding Hearing Invitation Form](#) to discuss the matter. A time and place to suit all parties will be arranged. The employee must have it explained that they have the right to be accompanied by a workforce representative or other person of their choice.  
If an interpreter is needed the company will do its best to provide one. 24hrs notice may be required if one is requested IF the company is unable to provide this service the person may bring their own interpreter to the meeting, in addition to their witness, however this person cannot take any other part in the proceedings.
2. The purpose of the meeting is to fact find and not to make any conclusions all relevant facts will be sought and the employee will be invited to add any facts they think are relevant.
3. If at any time the employer thinks that further investigation or advice is needed the meeting may be adjourned for this to be made.
4. If a period of suspension is considered necessary, this period will be in most circumstances be with pay, however the company reserve the right to suspend without pay for cases where gross misconduct is suspected. However, should gross misconduct not be proven then the person will be reimbursed all monies that would otherwise be accrued during the suspension. This period will be kept as brief as possible and it will be made clear that this suspension is not considered as disciplinary action. Following this meeting and any investigation needed, (which may include the interviewing of other persons) the employer will inform the employee of the outcome of the meeting using the [Disciplinary / Fact Finding Hearing Invitation Form](#)
5. It will be shown on the above Summary Form that if they are not satisfied with this decision, they have the right of appeal against any decision made. Appeal applications must be made in writing by the employee within five working days.
6. If this invitation is issued and the employee is absent from work then it may be sent to their last known address, asking them to reply to confirm their attendance. If there is no reply and in the absence of any other information the meeting may be held in their absence. A hearing summary will be sent to them if they are still absent from work. If an employee is persistently unable or unwilling to attend a meeting without good cause, a decision will be made on the evidence available.

#### **Appeal Hearings**

1. Once notification has been received from the employee of their wish to appeal against a decision resulting from a disciplinary hearing, a meeting should be arranged using the form [Appeal Hearing Notification](#)
2. The employee the right to be accompanied, and wherever possible the appeal will be heard by a more senior manager than the original hearing.
3. The employer will inform the employee (in writing) of the outcome of the meeting using the form [Appeal Hearing Summary](#).

The employee must be informed that they have now exercised their right of appeal under the disciplinary code and this decision is final.

There is no need for a verbal warning to be given prior to a written warning, but disciplinary items that are less serious may result in verbal warnings.

Failing to act on a verbal warning will usually result in a written warning but can lead to dismissal if the matter warrants it, or if the employee has not been employed continuously for the previous 12 months.

In case of all dismissals a report should be made on the [Disciplinary / Fact Finding Meeting Summary Results Form](#) within 24hrs of the dismissal and signed by the person carrying out the dismissal. Written warnings should be filed and notes should be made of previous verbal warnings in any written warning issued.

1. An employee can only be dismissed by a member of staff who has the authority to do so and then only if the following procedures are implemented.
2. If the matter relates to a given piece of work not being done correctly, then the employee should have been given prior notice that the work in question should be done to a particular specification. In the case of employees using previous claimed experience or qualifications (or submissions in CV's or at an interview) it can reasonably be assumed that they already have the necessary skills to perform the function under question.

In the case of a dispute of whether a particular job was in their remit to carry out, then the employees Employment Contract, any CV's or other information previously submitted to the Company, the Company Work Force Agreement and the Company Manual will all be valid sources of evidence, and all employees as well as the Company, are expected to be aware of the contents of these documents, and have the ability to view them in the case of any uncertainty about the contents. The Company will comply with any requests to see the current versions of these documents on request if the employee has difficulty accessing them in the normal way.

When considering disciplining an employee it should be taken into account whether the information to do the job satisfactorily was available to them, and if not, was it reasonable for the employee to do what they did. Employees receiving verbal or written warnings for poor performance will be notified (verbally or in writing) how they will be expected to improve and the timescale that this improvement must be seen. In the case of a verbal warning being given, it is implicit that if no further improvement is seen, it is highly likely to lead to further disciplinary action. Such action could include written warnings or dismissal in certain circumstances. Unless stated at the time to the contrary the improvement/instruction specified in the warning is expected to start with immediate effect.

Employees are only entitled to be paid for work done to the specification required (assuming of course the instructions and training given are adequate to enable them to carry out the task set).

In the case of all written warnings, the employee will be specifically informed of the consequences of no improvement being seen e.g., dismissal.

1. An employee who has been defined as a full-time worker for less than 12 months at the time the offence was committed, may be liable for summary dismissal after one verbal warning. The employee is also not entitled to be paid for work done incorrectly.
2. As part of the Workforce Agreement, ALL employees in taking this employment will have agreed that the value/loss of wilfully caused damage, or damage or loss caused by the carrying out any work in a neglectful manner, can be deducted from their wages. In all cases of dismissal that do not fall within the criteria for dismissal without notice, only written and verbal warnings in the 12 months prior to the offence will be considered i.e. validity of warnings over 12 months old will be treated as "expired".

The following is a guide for cases where summary dismissal is applicable without the usual notice(s), and therefore come under the heading of Gross misconduct.

- 1. Participation in a crime which relates to or affects the ability' to perform employment duties or participation in any criminal offence (excluding minor traffic offences) on the company's premises during the course of employment.**

2. The aiding or abetting of such a criminal offence.
3. Grossly insulting or discourteous behaviour or physical or verbal abuse towards the company's management, its customers, other employees, people visiting the Farm, or any other people on or off the Farm while carrying out duties that other people could relate to them being employed by the Company.  
“Serious abuse” as above, can also be used to describe malicious, slanderous, libellous gossip, bullying, discrimination or sexual harassment
4. Bringing the company or company name into disrepute through actions inside or outside of work where the employee can be associated to the company.
5. The divulgence to outside parties of confidential information regarding the affairs of the company which could be damaging to its business.
6. The unauthorised copying of Company papers or Intellectual Property or electronic files onto media not owned by the Company and/or causing them to be copied or moved to locations not physically under the control of the Company. This includes, but is not limited to, the emailing or copying of such items to external email, cloud or ftp/internet locations or postal addresses and/or requesting others to do so.
7. Deliberate falsification of accounts, expenses or other information of a financial or statistical nature or gross negligence in compiling the same.
8. The acceptance of benefits, cash over £10, gifts or other items from a supplier or other party doing business with the company without having first obtained the company's consent or, where this is not practical, informing the Company within 24 hours of receiving such a gift.
9. The giving away of company property without payment or at an unauthorised discount.
10. Deliberately giving potential clients or contacts of the Company false or misleading information that is likely to cause the Company's reputation to suffer.
11. Repeated actions of a negligent or extremely careless nature that has, or is likely to cause, financial loss, or damage of reputation, to the Company. (Note that this can also include any action that could cause loss of contracts with our customers e.g. poor personal hygiene practices could lead a customer to take orders away from the Company)
12. Negligent behaviour endangering the health and safety' of employees, customers or other persons or their property. (Including but not limited to, not washing hands after visiting the toilet, knowingly bringing in a communicable disease or other contagion into, or spreading in, the workplace.
13. Driving a company vehicle or operating company equipment / machinery whilst under the influence of alcohol or drugs.
14. Lying about your state of health in order to obtain time off or obtain sick pay.
15. Unauthorised time off work or regularly taking unauthorised or extended breaks.  
If at any time an employee is unable to come to work when expected/agreed, the employee MUST ring the Company. This must ideally be done before the time they are due to start or as soon as practical thereafter. The Company WFA makes it clear that unauthorised absence can lead to dismissal. Where dismissal is not deemed appropriate, the management can, at its own discretion, implement other disciplinary measures. The first time an employee does not follow the procedure for being absent, for any reason, and irrespective of any other disciplinary action taken; they are required to sign disciplinary form so there is a written record of the event and no misunderstanding of the procedure.

**Employees returning to work after illness must abide by the conditions laid down in the Illness procedure.**

- 16. Not permitting the company (or an agreed independent person should the employee so request) to make reasonable inspection, within the time requested, of the employee's person or property, including bags and vehicles, should circumstances so warrant.**
- 17. The unauthorised physical removal, copying or passing to third parties any Company papers, electronic files or other company Intellectual Property. This includes copying onto media not owned by the Company and/or causing them to be copied or moved to locations not physically under the control of the Company, e.g., forwarding to employee's private email addresses and/or to a location that can be viewed by third parties. This also includes, but is not limited to, the emailing or copying of such items to external email, cloud or ftp/internet locations or postal addresses and/or requesting/causing others to do so.**
- 18. Unauthorised copying, removing or transferring personal or sensitive data (as defined by the DPA) from the company premises or destroying or altering that data.**

**The company reserves the right to consider any other misconduct or misbehaviour which a reasonable person would deem as gross misconduct, not here listed, as grounds for Summary dismissal without notice or pay in lieu of notice.**

For matters that do not warrant summary dismissal, employees who have worked full time continuously for the previous 12 months, must have at least one written warning prior to the current offence, if dismissal shall take place.

Where disciplinary action is considered necessary as a result of gross misconduct, or a continual poor performance or time keeping, the Company retains the right to demote instead of dismiss. If this right is exercised, the Company also retains the right to alter the employees pay and benefits accordingly. Where this is the outcome, the employee will be advised in writing. If demotion takes place, the employee contract of employment with the Company remains unbroken.

If the law changes with regard to this procedure, then these changes shall automatically apply. If such changes contradict this procedure, then this procedure shall still be valid to the extent that there is no conflict with the law i.e. this procedure will not become invalid if one part of it becomes, or is, unlawful.

Guide notes; an employee cannot be held liable for expenses caused accidentally, e.g., if they slip over and drop a tray of fruit, they are carrying this is not something that the Company can deduct the cost of from their wages. However, if the damage is caused wilfully then the employee can be held liable for the damage. If for example an employee deliberately throws a tray of fruit on the floor, then the full SALEABLE cost of the fruit (less any expenses that will not have to be incurred such as delivery) can be legitimately deducted from their wages or recovered through legal action later if the result is greater. Employees are reminded that they have accepted the right of offset of such damages against monies owed to them by the Company.