**Disciplinary Policy**

# Policy statement

## It is expected that everyone, while working for [Insert Company Name], will behave in a proper way. For a safe and pleasant work environment to exist, it is expected that [Insert Company Name] and all its employees and contractors will act in a responsible manner towards each other, towards [Insert Company Name]’s property, and towards [Insert Company Name]’s clients.

## [Insert Company Name] has established these rules and procedures to ensure its efficient operation. They help us to maintain the teamwork which is vital to our success.

## [Insert Company Name] will follow the following process when investigating disciplinary matters. The process may vary, depending on the circumstances of the particular situation.

# Application

## This policy applies to all [Insert Company Name] employees and contractors.

# Misconduct

## Everyone makes mistakes from time to time. Under this policy, misconduct is usually a deliberate action or omission (failure to take action) or the negligent (careless) performance of duties.

## Examples of misconduct include:

1. Absenteeism, unauthorised absence from the workplace during work hours, or repeated lateness.
2. Failure, without reasonable excuse, to report absence due to sickness or injury as soon as possible before you are due to commence work.
3. Interfering with, obstructing, or otherwise hindering the work performance of another employee.
4. Seeking business for personal gain.
5. Failing to comply with the employer’s policies and procedures.
6. Showing behaviours contrary to the employer’s values.
7. Failure to comply with a lawful or reasonable instruction from a manager.

## A finding of misconduct may result in an employee or contractor being counselled, issued with a letter of expectations, or issued with a warning. Unless the behaviour is very serious (e.g. theft, fraud or behaviour causing risk or harm to property or people), a warning would usually be given for a first offence. At [Insert Company Name]’s discretion, warnings may be written or final, depending on the seriousness of the misconduct, and whether there has been a previous warning.

## More serious examples of these actions will be considered serious misconduct and may lead to summary dismissal (immediate termination of employment) or termination of contract.

# Serious Misconduct

## Serious misconduct is misconduct that is so serious it damages the trust and confidence [Insert Company Name] has in a staff member and puts the employment relationship or independent contract at risk.

## Whether unacceptable behaviour is considered ‘serious misconduct’ will be determined on a case-by-case basis.

## Examples of serious misconduct include:

1. Dishonesty, theft or unauthorised possession or removal of any property or material belonging to the employer or its employees/providers/volunteers/contractors.
2. Reporting to work under the influence of alcohol or drugs.
3. Unauthorised possession or consumption of alcohol or drugs on the employer’s premises or during work hours, including lunch or tea breaks.
4. Falsifying, altering, destroying or removing any [Insert Company Name] information or records, or assisting others to do so.
5. Unauthorised disclosure of confidential information acquired during the course of your work.
6. Violence, harassment, discrimination or bullying towards any of our staff, clients, or visitors.
7. Any action that puts staff at risk and may be considered a breach of the employer’s health and safety obligations.
8. Any action that could bring [Insert Company Name] into disrepute (shame or disgrace), including out of work conduct and on social media.

# Process

## For a breach of [Insert Company Name] rules and procedures or for unacceptable behaviour, [Insert Company Name] will follow a disciplinary process. This process is designed to make employees or contractors aware of any allegation of wrong-doing and provide them with the opportunity to respond before any decision is made.

## An employee or contractor can have a support or representative with them at any meeting.

## Where unsatisfactory behaviour occurs and does not reach the bar for misconduct or serious misconduct, [Insert Company Name] will manage the situation using informal feedback/coaching, including talking to the employee or contractor about the behaviour that is of concern and setting clear expectations.

## If the alleged behaviour is serious, an employee may be suspended on pay or a contractor may be suspended while any investigation/disciplinary process takes place.

## [Insert Company Name] may decide they need to investigate the allegation further before starting a disciplinary process. An investigation may be undertaken by a Manager, HR or somebody external to [Insert Company Name].

## The purpose of an investigation will generally be to determine if it is more likely than not that the alleged conduct occurred and whether or not any proven conduct constitutes a breach of [Insert Company Name]’s policy/Code.

## The decision maker will consider the findings of the investigation and then determine whether or not any proven conduct amounts to misconduct or serious misconduct, and any penalty, after hearing from the employee or contractor. This will be done in accordance with the disciplinary process outlined below.

## Where allegations of misconduct or serious misconduct have been made, the employee or contractor will be invited to attend a disciplinary meeting. The invitation will set out the allegations, attach any relevant information, refer to the applicable policy/Code of Conduct and set out the possible disciplinary outcomes if the allegations are substantiated. The employee or contractor will be given at least 24 hours’ notice to attend and will be told about their right to bring a support person or legal representative.

## Disciplinary meetings will be conducted as soon as possible after an allegation has been made/investigation concluded, and every effort will be made to maintain the employee’s/contractor’s confidentiality during the process, so far as the law allows.

## At the meeting, the employee or contractor will be given the opportunity to respond to the allegations and make submissions/provide any relevant information to the decision maker. Further enquiries may be necessary. Any further information gathered during the process will be provided to the employee or contractor for comment before any decision is made.

## The employee or contractor will be notified of the decision maker’s initial view as soon as possible after a disciplinary meeting occurring. The employee or contractor will have an opportunity to respond, which will be considered by the decision maker, before a final decision is made.

## Where the allegations are proven, the outcome will be proportionate to the misconduct found to have occurred. The employee’s/contractor’s circumstances and work history will be taken into account. [Insert Company Name] will notify the appropriate regulatory bodies and share any relevant information gathered during the course of the investigation, if it is required by law to do so.

## Documentation relating to any disciplinary process will be kept on the employee’s/contractor’s personnel file.

# Range of Disciplinary Action Available

## **Written warning:** A written warning may be given to the employee or contractor if misconduct is found to have occurred. Warnings will normally expire after 12 months. A written warning of a different time period may be given at the employer’s discretion. If it is decided that a written warning is necessary, the employee or contractor will be asked to sign the warning. The employee or contractor may record any comments they wish to make on the warning. If the employee or contractor does not sign the warning it will be explained to them, and it will still be a valid warning and placed on their file. It will only remain active up until the expiry date.

## **Final written warning:** A final written warning may be given to an employee or contractor in the case of repeated misconduct or if their actions are serious enough to warrant a final warning for a one-off incident of misconduct. The employee or contractor will be warned that any further incidents of similar misconduct may result in dismissal or termination of contract.

## **Dismissal with notice:** The employer may dismiss an employee with notice for misconduct that occurs after a final written warning or, at its discretion, in cases of serious misconduct. In these cases, [Insert Company Name] will pay the final pay, including the notice period, within 14 days of termination. [Insert Company Name] may choose to pay an employee’s notice in lieu, in whole or in part.

## The employer may terminate an independent contract with in accordance with the contract for misconduct that occurs after a final written warning or, at its discretion, in cases of serious misconduct.

## **Summary dismissal:** In cases of serious misconduct, [Insert Company Name] may summarily dismiss an employee (without notice). In cases of summary dismissal, [Insert Company Name] will pay any monies owed to the employee to the date of dismissal within 14 days of termination.