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DISCIPLINARY POLICY

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1 Aim of this policy

This policy aims to encourage all employees to achieve and maintain appropriate standards of conduct. It gives examples of the types of behaviour that we may view as misconduct or gross misconduct. It sets out the procedure we will follow and the penalties we may apply in cases of misconduct or gross misconduct.

2 Who does this policy apply to?

This policy applies to employees only.

3 Does this policy form part of my contract?

This policy does not form part of your contract of employment except to the extent that it imposes obligations on you. We may amend this policy at any time and may vary it as appropriate to a particular case.

4 Standards of conduct: misconduct and gross misconduct

We expect all employees to adhere to appropriate standards of conduct. We have given examples of behaviour that we will view as misconduct and which may result in disciplinary action at Section 30 below.

Gross misconduct is misconduct which, in our opinion, is so serious or has such serious consequences that it will usually merit your dismissal (even for a first act of misconduct) without notice or pay in lieu of notice. We have given examples of behaviour that we will view as gross misconduct at Section 31 below.

5 Informal disciplinary action

We may decide to deal with cases of minor misconduct informally in the first instance. If so, we will usually:

- Hold a confidential, private meeting with you;
- Highlight the problem;
- Ask why the problem has arisen; and
- Explain the improvement required; how your conduct will be reviewed; and over what period.

We will usually note informal disciplinary discussions in your personnel file, but they will not constitute a formal warning. If misconduct is more serious or your conduct does not improve after informal action, we will consider formal disciplinary action.

6 Suspension

We may need to suspend you from work whilst we investigate a potential disciplinary issue or during a disciplinary procedure. Suspension of this kind is not a disciplinary penalty and does not imply that we have made a decision on the allegations.

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 so by one of the Orchestra Managers.

You may be suspended for whatever period we deem reasonable in the circumstances.

Your contract of employment will continue during your suspension, and you will remain bound by your terms and conditions of employment. In particular, you should not work either on your own or on behalf of any other person, firm, business or employer without obtaining prior written consent from one of the Orchestra Managers. You must not use or disclose any confidential information.

Any period of suspension will be paid unless unpaid suspension is permitted by the terms of your contract of employment; you have gone 'AWOL' (i.e. are taking unauthorised absence); or you are being detained in custody. If your suspension is paid:

- If your contract of employment sets out how your pay and benefits should be calculated during any suspension, they will be calculated in that manner; or
- Otherwise, you will receive your basic salary and benefits.

We will usually ask you to return our property during your suspension.

If you are signed off sick during any suspension, your suspension will be rescinded until you are fit for work, at which point your suspension will resume.

7 Investigation

We will not usually take disciplinary action until a matter has been investigated. The steps we take in an investigation and the amount of investigation we carry out will depend on the allegations and will vary from case to case. You must co-operate fully and promptly with any disciplinary investigation, and this may include:

- Informing us of the names of relevant witnesses;
- Disclosing relevant documents and allowing us to review them; and / or

- Attending fact-finding meetings at which we will take statements from you.

You will not usually be able to bring a companion to a fact-finding meeting.

8 Notification of disciplinary hearing

Following any investigation, we will arrange a disciplinary hearing if we consider there are grounds to continue the disciplinary process. We will arrange this within a reasonable time. We will inform you in writing of:

- The date, time and place of the hearing;
- Your right to be accompanied at the hearing (see Section 22 below);
- The allegations against you and the evidence relating to those allegations; and
- The possible consequences.

We will provide you with supporting evidence gathered during the investigation and copies of any documents which will be referred to at the disciplinary hearing. This will usually include copies of witness statements unless we consider that there are good reasons for a witness's identity to remain confidential. In such cases we will not provide you with a full copy of the witness's statement but will give you as much information as possible whilst maintaining confidentiality.

We will usually give you between three and five working days' notice of a disciplinary hearing to allow you a reasonable opportunity to consider the information and prepare your case.

9 Who will chair a disciplinary hearing?

A disciplinary hearing will usually be chaired by one of our Orchestra Managers.

Where reasonably practicable, different people will conduct the investigation and the disciplinary hearing.

10 What will happen at a disciplinary hearing?

At a disciplinary hearing, the disciplinary hearer will:

- Explain the allegations against you;
- Go through the evidence that has been gathered;
- Explain the expected standards of conduct;
- Provide you with details of how you have failed to meet these standards; and

- Give you an opportunity to respond, set out your case, ask questions and present any evidence of your own.

We may need to adjourn the disciplinary hearing to carry out further investigations. If so, we will give you a reasonable opportunity to consider any new information before the reconvened disciplinary hearing and to respond at that hearing.

11 When will you tell me the outcome of a disciplinary hearing?

The disciplinary hearer will notify you in writing of their decision and the reasons for it within a reasonable time after the hearing, and usually within one week. In some cases, the disciplinary hearer may also arrange a meeting to inform you of the decision in person.

12 What are the likely penalties for misconduct and gross misconduct?

There are three stages of disciplinary penalty:

- Written warning: We may issue a written warning for a first act of minor misconduct.
- Final written warning: We may issue a final written warning if a first act of misconduct is more serious; or where you are found to have committed a further act of misconduct during the active period of a written warning (whether or not it is related to the original misconduct).
- Dismissal: We may dismiss you for a first act of misconduct if this amounts to gross misconduct; or where you are found to have committed a further act of misconduct during the active period of a final written warning (whether or not it is related to the original misconduct). We may also dismiss you on the basis of a combination of acts of misconduct if the conduct in its totality merits dismissal. If you are dismissed for gross misconduct, you will be dismissed immediately without notice or pay in lieu of notice.

We may omit one or more of these stages depending on the nature and seriousness of the issue.

As an alternative to dismissal, or in addition to a written or final written warning, we may apply the following disciplinary sanctions:

- Disciplinary suspension (without pay);
- Demotion (with a consequent reduction in salary and, where appropriate, removal of any benefits associated with your previous level or position);
- Alter your role or responsibilities;
- Loss of seniority;

- Reduction in pay;
- Loss of future pay increment or bonus; and / or
- Withhold your right to overtime.

13 What will happen if you give me a disciplinary warning?

If you are given a disciplinary warning, we will confirm this in writing, setting out:

- The nature of the misconduct;
- The change in behaviour required;
- Timescales within which this is to be achieved;
- The level of the warning i.e. first or final written warning;
- How long the warning will remain active;
- The likely consequences of further misconduct in the active period; and
- Your right to appeal against the decision.

14 How long will a disciplinary warning last?

A record of a written or final written warning will remain permanently on your personnel file, but we will not usually take these into account in determining the outcome of future disciplinary proceedings after the following periods:

- Written warning: 6 months from the date the warning was issued;
- Final written warning: 12 months from the date the warning was issued.

If some cases we may issue a warning that will remain active for a longer period, or even indefinitely. This may apply to (but is not limited to):

- Serious incidents;
- Circumstances where the penalty is less than we could otherwise have imposed;
- Where the misconduct follows an earlier similar act of misconduct; or
- Where you have a history of allowing your conduct to lapse after the expiry of warnings.

If we consider that your conduct has not improved sufficiently at the end of the active period of a warning we may extend the active period.

15 What will happen if I am dismissed?

If you are dismissed following a disciplinary hearing, we will confirm this in writing, setting out:

- The reasons for your dismissal;
- The date on which your employment contract will end;
- Whether you are being dismissed with or without notice (and if you are being dismissed with notice, the notice period which applies); and
- Your right to appeal against the decision.

16 Can I appeal against a disciplinary warning or dismissal?

Yes. If you disagree with a disciplinary decision, you can appeal in writing within five working days of being informed of the decision. You must send your appeal letter/email to the Chair of the Board. Your letter must set out the full grounds for your appeal. You should confirm whether you are appealing against:

- Our decision that you committed the acts of misconduct or gross misconduct; and / or
- The level of disciplinary sanction imposed.

If you appeal against dismissal, the date on which your dismissal takes effect will not be delayed pending the outcome of the appeal.

17 Who will hear my appeal?

Where reasonably practicable, a disciplinary appeal will be heard by someone who has not previously been involved in the case and who is more senior than the disciplinary hearer.

18 Notification of disciplinary appeal hearing

If you appeal against a disciplinary decision, we will arrange an appeal hearing within a reasonable time. We will inform you in writing of:

- The date, time and place of the hearing; and
- Your right to be accompanied at the hearing.

We will usually give you between three and five working days' notice of an appeal hearing.

If you raise any new matters in your appeal letter or at your appeal hearing we may need to carry out further investigations. We will give you a reasonable opportunity to consider any new information before the appeal hearing or any reconvened hearing and to respond at that hearing.

19 When will you tell me the outcome of my appeal?

The appeal hearer will notify you in writing of their decision within a reasonable time after the appeal hearing, and usually within ten working days.

20 What can the appeal hearer decide to do?

The appeal hearer can:

- Confirm the original decision and penalty;
- Confirm the original decision but substitute a lesser penalty;
- Revoke the original decision and penalty; or
- Confirm the original decision and impose a higher penalty.

If an appeal hearer revokes a decision to dismiss you, we will reinstate you and pay you for the period between your original dismissal taking effect and your reinstatement (deducting any sums you have received from us in respect of, for example, notice or holiday pay), and your continuous service will not be affected. The appeal hearer may impose a lesser penalty at the time of reinstatement.

21 Can I appeal again if I am not satisfied with the appeal decision?

No. The appeal hearer's decision is final and there is no further right of appeal.

22 Can I bring a companion to a disciplinary or appeal hearing?

You can bring a companion to a disciplinary or appeal hearing. This does not include investigation meetings.

Your companion can be a work colleague, trade union representative or official employed by a trade union. You should inform the person chairing the hearing of your choice of companion in good time before the hearing, so that arrangements can be made for them to attend.

Your companion may address the hearing by explaining and summing up your case and responding on your behalf to any views expressed at the hearing. They may confer with you (privately if you wish) during the hearing but may not answer questions on your behalf, address the hearing if you do not wish them to do so or prevent the person chairing the hearing from explaining their case.

It is your responsibility to ensure that your chosen companion is willing and available to accompany you to the hearing. If your chosen companion is unavailable on the first proposed hearing date, you may suggest a reasonable alternative time and date so long as it is not more than five working days after the original date.

23 Note-taking and recording

A note-taker will usually be present at investigation meetings and disciplinary and appeal hearings, to take notes of what is discussed and any outcomes agreed. We will send you a copy of these notes.

Unless we have agreed otherwise, you, or anyone accompanying you, must not make electronic recordings of any meetings or hearings conducted under this disciplinary policy.

24 Timescales

In some circumstances it may not be possible for us to meet the timescales in this policy. This may include where a matter is complex, requires detailed or wide-ranging investigation, or if relevant personnel are unavailable. If this is the case, we will tell you the reason for the delay and the revised timescales.

25 Timing and location of investigation meetings, and disciplinary and appeal hearings

We will arrange meetings and hearings at a reasonable time and in a reasonable location. They will usually take place during working hours, in a private room in the workplace.

26 What if I can't, or don't, attend a meeting or hearing?

You should make every effort to attend investigation meetings, and disciplinary and appeal hearings. If you cannot attend you should inform us immediately and explain the reasons for this.

If you have a good reason for not attending, we will usually re-arrange a hearing on the first occasion. In most cases, if you are not able to attend the rearranged hearing it will take place in your absence. We may give you the opportunity to make written representations in this situation.

If you are unable to attend due to ill-health and it appears to us that this is likely to remain the case for an extended period, we may require you to cooperate in obtaining a medical report to determine whether or not you are sufficiently fit to attend a disciplinary hearing. If you are not fit to attend, we may proceed with a hearing in your absence. We may give you the opportunity to make written representations in this situation.

If you fail to attend without good reason we may treat this as misconduct in itself. If you are persistently unable or unwilling to attend without good reason we may make a decision on the evidence available in your absence.

27 Criminal allegations

We will not usually put disciplinary proceedings on hold pending the outcome of criminal proceedings. If you are unable, or have been advised not to, attend an investigation meeting or disciplinary hearing or to say anything about a pending criminal matter, we may make a decision based on the available evidence.

28 Confidentiality

You must treat as confidential any information relating to an investigation or disciplinary matter, including any personal information relating to other employees or third parties.

29 Disability

If any aspect of this policy causes you difficulty on account of a disability, please inform one of the Orchestra Managers.

30 Examples of misconduct

The following are examples of behaviour that we will view as misconduct and which may result in disciplinary action being taken against you. This list is not exhaustive.

- Poor timekeeping;
- Time-wasting;
- Unauthorised absence;
- Obscene language or other offensive behaviour;
- Negligence;
- Refusal or failure to carry out a reasonable instruction;
- Failure to act in good faith and in the best interests of the organisation;
- Minor damage to, or unauthorised use of, our property or that of a colleague, contractor, customer or member of the public;

- Minor breach of any of our rules, policies or procedures, including our Equality & Diversity Policy; Anti- Harassment and Bullying Policy; Anti-Corruption and Bribery Policy.

- Minor breach of your terms and conditions of employment.

31 Examples of gross misconduct

The following are examples of behaviour that we will view as gross misconduct. Gross misconduct will usually result in your dismissal without notice or pay in lieu of notice. This list is not exhaustive.

- Any serious or persistent incidents of the matters referred to at Section 30 above;

- Serious or repeated breaches of any of our rules, policies or procedures, including, but not limited to, our Equality & Diversity Policy; Anti-Harassment and Bullying Policy; Personal Relationships at Work Policy; and Sexual Harassment Policy.

- Failing to comply with any relevant statutory or regulatory requirement;

- Serious neglect of duties;

- Serious acts or omissions which lead to a loss of trust and confidence;

- Negligence or deliberate acts or omissions which result, or may result, in serious loss or injury to people or our property;

- Serious misuse of our information technology systems, including deliberately accessing internet sites containing pornographic, offensive or obscene material;

- Publishing derogatory or inappropriate comments about us, our clients or your colleagues, including comments from which we can be identified even if not named directly, in any medium including the internet;

- Conduct that damages or risks damaging our reputation;

- Undertaking unauthorised paid or unpaid work during your working hours;

- Unauthorised use or disclosure of our confidential information or failure to ensure that confidential information in your possession is kept secure;

- Being employed, engaged or otherwise involved in any competing business;

- Accepting or offering a bribe or other secret payment or any other serious breach of our Bribery Policy;

- Being under the influence of alcohol, illegal drugs or other substances whilst at work, or being in possession, custody or control of illegal drugs on any premises being used by us;
- Violence, threatened violence, abusive or intimidating conduct;
- Discrimination or harassment of colleagues, contractors, clients, customers or members of the public;
- Theft or unauthorised removal of our property or the property of a colleague, contractor, customer or member of the public;
- Deliberate or serious damage to, or misuse of, our property or that of a colleague, contractor, customer or member of the public;
- Serious misuse of our property or name;
- Knowingly taking parental, paternity, adoption or shared parental leave when you are not eligible to do so;
- Making a disclosure of false or misleading information under our Whistleblowing Policy maliciously, for personal gain, or otherwise in bad faith;
- Fraud, forgery or other dishonesty, including falsifying company records, expense claims or any information on a CV or job application;
- Conviction for a criminal offence resulting in imprisonment or which in our opinion may affect our reputation or your relationship with us, your colleagues, customers or the public, or otherwise affects your suitability to work for us; or
- Any serious breach of your terms and conditions of employment.