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# ***Putting Things Right***

A Grievance and Disciplinary Framework for TURN Education C.I.C.. based on the ACAS Code of Practice on Disciplinary and Grievance Procedures.

## 1. Introduction

'*Putting Things Right*' (this document) is intended to do just that, to try to resolve problems wherever and whenever they arise. All organisations involve people to a greater or lesser degree, and TURN Education C.I.C. ('the Company') is no exception. In fact, it is the people who have supported and worked together to build the Company who are responsible for where it is today.

The Company believes that Grievance and Disciplinary issues are two sides of the same coin, both relate to issues or problems that one party has with another. As with all organisations, we accept that there is always the possibility of problems arising either between the Company and those working with and for it, or between people within the Company. We think it makes sense to have a simple, clear means of resolving those problems so that we can all get back to the business of achieving the Company's objectives, and that is what this document is all about.

The purpose of this Framework is to provide a means by which the Company, and anyone connected with the Company, can attempt to resolve issues which may arise from time to time.

The Company believes that most problems can, and should, be resolved informally wherever practicable. In most cases, a quiet word will be sufficient to bring about a change in behaviour or practice. However, the Company also recognises that there may be occasions when a quiet word will not suffice, either because the issue is of such seriousness that an informal approach is inadequate, or because an informal approach has been tried and has not brought about the desired change in behaviour or practice. In such instances, the Company believes that it is appropriate to have formal procedures through which the Company, and/or individuals working with and for the Company, can attempt to resolve problems in a fair and transparent manner.

## 2. Scope of the Framework

This Framework is intended to meet the needs of all personnel working for, or with, the Company. However, the manner in which it applies will vary according to the category of the relationship between the Company and the individual, as follows:

### 2.1 **Employees and Workers**

This Framework constitutes the Grievance and Disciplinary Procedures of the Company. Employees and workers are **required** to follow the Grievance Procedure when formally registering a complaint with the Company, and the Company **will** follow the Disciplinary Procedure when there appears to be an issue of a potentially disciplinary nature with an employee or worker. Employees are defined as those persons having a Contract of Employment with the Company, of a permanent, temporary or fixed-term nature, with

either defined hours of work or on a zero hours basis. The definition of 'workers' can be found at <https://www.gov.uk/employment-status/worker>.

## 2.2 **All other personnel**

Anyone who works with, or for, the Company in any other category ('other personnel') except that of an employee or worker, is **encouraged** to use this Framework as a means of resolving complaints and/or issues that arise during the individual's work with the Company, which cannot be resolved by informal means. Likewise, the Company **may offer** to use the Framework to attempt to resolve any issue the Company has with an individual. The only stipulation being that, if both parties agree to use the Framework as a means of resolving a complaint or issue, then by entering into the procedure, both parties agree not to take any further action until all steps in the procedure have been exhausted. For the avoidance of doubt, the definition of 'other personnel' includes, but is not limited to: directors, volunteers and self-employed consultants who are sole traders.

## 2.3 **Limitations of the Framework**

This Framework will not apply to redundancy dismissals or the non-renewal of fixed contracts of employment/fixed term Volunteer Agreements on their expiry.

## GRIEVANCES

### Grievance Procedure

3. Wherever practicable, problems should be dealt with on an informal basis in the first instance. Employees should bring the matter to the attention of their line manager (or a different line manager or director, if their own line manager is the subject of the grievance). All other personnel should raise the matter with the Managing Director. If this is not appropriate (perhaps because the Managing Director is the subject of the grievance) you should raise the matter with the Chair of the Board of Directors. If the problem cannot be resolved informally, or the issue is so serious that an informal approach is inappropriate, then the grievance should be raised formally, in writing, in which you should set out the nature of the grievance to one of the recipients detailed in this clause, as appropriate.
4. Following a formal submission of a grievance, the Company will arrange a formal meeting to be held within seven working days, or such other time period as may be mutually agreed by the parties concerned, after the grievance is received.
5. All of those involved in the grievance (employees, workers, other personnel, their companions (see (6) below) and relevant managers) should make every effort to attend the meeting. Employees, workers and other personnel will be given the opportunity to explain their grievance and set out how they think it should be resolved. If further investigation proves necessary, the meeting may be adjourned.
6. **Being accompanied at the meeting**
  - 6.1 Employees and workers have a statutory right to be accompanied by a companion who should be a fellow worker, a trade union representative or an official employed by a trade union, at a grievance meeting under certain circumstances.
  - 6.2 However, the Company believes that all of those pursuing a grievance should have the opportunity to be accompanied, if they so wish, and so employees, workers and all other personnel may be accompanied by a person of their choice, who must either work for, or be connected with the Company, subject to the Company's agreement. This is not intended to restrict or replace the statutory right to a companion referred to in (6.1). In making the choice of a companion, the individual making the grievance should bear in mind the practicalities of the arrangements.
  - 6.3 The companion will be allowed to address the hearing and to sum up the case presented by the individual bringing the grievance. They may respond on behalf of the individual to any views expressed at the meeting and confer with that individual during the hearing. The companion does not, however, have the right to answer on the individual's behalf, address the hearing if the individual does not wish it or prevent the Company from explaining their case.

## **7. Next Steps**

- 7.1 Following the meeting, the designated Company officer conducting the meeting will decide on what action, if any, to take. The decision will be communicated to the individual submitting the grievance, in writing, within seven working days, or such other time period as may be mutually agreed by the parties concerned, and will set out, where appropriate, the action the Company intends to take to resolve the grievance. The individual will be informed as to how they can appeal if they are not content with the action taken.
- 7.2 If the individual submitting the grievance feels that their grievance has not been satisfactorily resolved, they should appeal. They should let the Company know the grounds for their appeal within seven working days, or such other time period as may be mutually agreed by the parties concerned, and in writing. Appeals will be heard within seven working days, or such other time period as may be mutually agreed by the parties concerned, and at a time and a place which will be notified to the individual in writing.
- 7.3 The appeal will be dealt with impartially and, if at all practicable, will be heard by an officer of the Company who has not previously been involved in the case. The opportunity (and the right, for some categories of personnel) to be accompanied also applies to appeals. The outcome of the appeal will be communicated in writing within seven working days, or such other time period as may be mutually agreed by the parties concerned,.
- 7.4 Notification of the outcome of the appeal constitutes the final stage of the Grievance Procedure.

## DISCIPLINE

The term 'Discipline' may sound rather harsh, but it really relates to situations in which the Company has an issue (for whatever reason) with a member of its personnel. The Company has an obligation to ensure that all of those who work with and for the Company:

- Obey the rules and regulations the Company adopts
- Comply with all relevant legislation
- Work with regard for the health and safety of themselves and others
- Respect the dignity of others and ensure a workplace free from discrimination, harassment, bullying and victimisation
- Do not submit anyone to any form of abuse (as defined in the Company's Safeguarding Policy)
- Work individually and in teams to achieve the Company's objectives

In other words, the Company expects people to work in a *disciplined* way and that is what this procedure aims to ensure.

If an issue arises with an individual which:

- cannot be resolved informally, or
- where an informal approach has been tried but the issue has continued, or
- where the issue is so serious that an informal approach would be inappropriate,

Then, the Company will respond as follows:

- In the case of **employees and workers**, the Company **will follow** this Disciplinary Procedure
- In the case of all **other personnel** (except employees and workers), the Company **may offer** to attempt to resolve the problem using this Disciplinary Procedure. For the avoidance of doubt, the definition of 'other personnel' includes, but is not limited to: directors, volunteers and self-employed consultants who are sole traders.

### Disciplinary Procedure

#### **8. Investigation**

- 8.1 The Company will carry out a thorough investigation of any potential disciplinary matter, within seven working days, or such other time period as may be mutually agreed by the parties concerned, to establish the facts of the case. On occasions, this will require the holding of an investigatory meeting with the individual concerned before proceeding to any disciplinary

hearing. On other occasions, the investigatory stage will be the collation of evidence by the Company for use at any disciplinary hearing.

- 8.2 In cases where misconduct is alleged, the Company will, wherever practicable, seek to ensure that different people conduct the investigation and the disciplinary hearing. However, the Company's resources are limited and this may not always be possible.
- 8.3 The investigatory meeting should be just that. There is no question of any disciplinary action being taken at this meeting. Although there is no statutory right for employees and workers to be accompanied at an investigatory meeting, the Company believes that this opportunity should be offered and the arrangements for being accompanied will be the same as detailed in (6) above.
- 8.4 In certain circumstances, where the issue is of a sufficiently serious nature, or where the continued presence of the individual under investigation might hamper the collection of evidence, the Company may decide to suspend the individual from their work with the Company. In the case of employees and workers, this suspension will be paid. This suspension will be kept under review, will be as brief as possible and will not be considered as disciplinary action in itself.

## **9. Following the investigation**

- 9.1 If it is decided that there is a disciplinary case to answer, the individual will be notified of this in writing. This notification will contain sufficient information about the alleged misconduct or poor performance, and its possible consequences, to enable the individual to prepare to answer the case at a disciplinary hearing. Copies of any written evidence, including witness statements where applicable, will be provided with the notification.
- 9.2 The written notification will also give details of the time and venue for the disciplinary hearing and advise the individual of the options for the individual to be accompanied at the hearing.
- 9.3 The hearing will take place within seven working days, or such other time period as may be mutually agreed by the parties concerned, but sufficient time will be allowed for the individual to prepare their case.

## **10. At the hearing**

- 10.1 The Company will explain the complaint against the individual and go through the evidence that has been gathered. The individual will be allowed to put their case and answer any allegations that have been made. The individual will also be given a reasonable opportunity to ask questions, present

evidence and call relevant witnesses. They will also be given the opportunity to raise points about any information provided by witnesses. Where the Company or the individual intend to call relevant witnesses, they should give advance notice of their intention to do so.

10.2 The individual may be accompanied at the meeting and (6) above gives a full explanation of this process.

10.3 If the individual's chosen companion will not be available at the time proposed for the hearing by the Company, the Company will postpone the hearing to a time proposed by the individual, provided that the alternative time is both reasonable and not more than two working days after the date originally proposed.

## **11. Action following the hearing**

11.1 After the hearing, the Company will decide whether or not any disciplinary or any other action is justified and inform the individual in writing.

11.2 Where misconduct is confirmed or the individual is found to be performing unsatisfactorily, the penalty would normally be a written warning. A further act of misconduct or failure to improve the performance within a set period (known as the 'shelf life' of the warning) will normally result in a final written warning.

11.3 If an individual's first misconduct or unsatisfactory performance is sufficiently serious, it may be appropriate to move directly to a final written warning. This might occur where, for example, the individual's actions have had or are liable to have, a serious or harmful impact on the organisation.

11.4 A first or final written warning will set out the nature of the misconduct or poor performance and the change in behaviour or improvement in performance required, with relevant timescales. The individual will be informed of how long the warning will remain current (the 'shelf life'). The individual will also be informed of the consequences of further misconduct or failure to improve performance within the set period. Following a final warning, for example, it may result in dismissal or some other contractual penalty such as (but not limited to) demotion or loss of seniority (in the case of employees and workers), termination of the volunteer agreement (volunteers), termination of the contract for services in accordance with the terms of that contract (self-employed sole traders) or a vote for removal of the director from the Board of the Company (directors).

11.5 First written warnings will normally have a 'shelf-life' of six months from the date of imposition. Final written warnings will normally have a 'shelf-life' of twelve months from the date of imposition. However, the Company reserves

the right to vary the 'shelf-life' of the warnings shown above if, in the opinion of the Company, the particular circumstances of the case warrant a variation.

- 11.6 A decision to dismiss (in the case of an employee or worker), or to terminate the volunteer agreement (volunteers), or to terminate the contract for services in accordance with the terms of that contract (self-employed sole traders) will only be taken by an officer of the Company who has specifically been given the authority to do so by the Board of Directors.
- 11.7 Some acts, which are termed as gross misconduct, are so serious in themselves, or have such serious consequences, that they may call for dismissal without notice (for employees and workers), immediate termination of the volunteer agreement (volunteers), immediate termination of the contract for services in accordance with the terms of that contract (self-employed sole traders) or immediate suspension of the director from the Board of the Company with a recommendation for removal (directors). However, a proper investigation and disciplinary hearing will always take place before any such dismissal/termination for gross misconduct.
- 11.8 Acts which are considered to be gross misconduct include (but are not limited to) theft, fraud, physical violence, gross negligence, serious insubordination, serious breach of health and safety procedures, abuse (see Company Safeguarding Policy for definitions) discrimination, harassment and victimisation.
- 11.9 Where an individual is persistently unable or unwilling to attend a disciplinary hearing without good cause, the Company will make a decision on the evidence available.

## **12. Next Steps**

- 12.1 If the individual feels that the disciplinary action taken against them is wrong or unjust they should appeal against the decision. Appeals will be heard within seven working days, or such other time period as may be mutually agreed by the parties concerned, and at an agreed time and place. The individual must let the Company know the grounds for appeal, in writing.
- 12.2 The appeal will be dealt with impartially and, if at all practicable, will be heard by an officer of the Company who has not previously been involved in the case. The opportunity (and the right, for some categories of personnel) to be accompanied also applies to appeals. The outcome of the appeal will be communicated in writing as soon as possible.
- 12.3 Notification of the outcome of an appeal constitutes the final stage of the Disciplinary Procedure.

**13. Overlapping grievance and disciplinary cases**

13.1 Where an individual raises a grievance during a disciplinary process, the Company may temporarily suspend the disciplinary process in order to deal with the grievance. Where the grievance and disciplinary cases are related, the Company may deem it appropriate to deal with both issues concurrently.

**14. No Contractual Implication**

14.1 Neither the Disciplinary Procedure nor the Grievance Procedure contained in this document are intended to form part of the contract of employment for any employee or worker with the Company.

14.2 No part of this document is intended to form part of the contract for services between the Company and any self-employed consultant.

14.3 No part of this document is intended to form any contractual obligation between the Company and any person working on a voluntary basis with the Company in any capacity.