



DISCIPLINARY POLICY

1. Purpose and scope

This procedure is designed to help and encourage all employees to achieve and maintain standards set out in the Practitioner Conduct Agreement. It applies to all employees and freelance contractors.

The aim is to ensure consistent and fair treatment for all in the organisation.

2. Principles

Informal action will be considered, where appropriate, to resolve problems. No disciplinary action will be taken against an employee until the case has been fully investigated.

For formal action the employee will be advised of the nature of the complaint against them and will be given the opportunity to state their case before any decision is made at a disciplinary meeting.

Employees will be provided, where appropriate, with written copies of evidence and relevant witness statements in advance of a disciplinary meeting. At all stages of the procedure the employee will have the right to be accompanied by a trade union representative, or work colleague.

No employee will be dismissed for a first breach of discipline except in the case of gross misconduct, when the penalty will be dismissal without notice or payment in lieu of notice. An employee will have the right to appeal against any disciplinary action.

The procedure may be implemented at any stage if the employee's alleged misconduct warrants this.

3. The Procedure

3.1 Rules Covering Unsatisfactory Conduct and Misconduct

You will be liable to disciplinary action if you are found to have acted in any of the following ways (These are examples only and not an exhaustive list.):

i) failure to abide by our general health and safety rules and procedures;

Creative Futures (UK) Limited

Company registered in England and Wales, No. 7578987 Registered Charity No. 1143459
Registered address: Office 9a, The Beethoven Centre, Third Avenue, London W10 4JL
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- ii) rudeness towards customers, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;
- iii) a breach of safeguarding protocols;
- iv) failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours;
- v) unauthorised use of E-mail and Internet; and
- vi) failure to carry out all reasonable instructions or follow our rules and procedures.

3.2 Rules Covering Gross Misconduct

Occurrences of gross misconduct are very rare because the penalty is dismissal without notice and without any previous warning being issued. Examples of offences that will normally be deemed as gross misconduct include serious instances of:

- theft or fraud
- physical violence or bullying
- deliberate and serious damage to property
- serious misuse of an organisation's property or name
- deliberately accessing internet sites containing pornographic, offensive or obscene material
- unlawful discrimination or harassment
- bringing the organisation into serious disrepute
- serious incapability at work brought on by alcohol or illegal drug
- causing loss, damage or injury through serious negligence
- a serious breach of health and safety rules
- a serious breach of safeguarding protocols
- a serious breach of the organisation's Practitioner Conduct Agreement

3.3 Disciplinary Action

Disciplinary action taken against you will be based on the following:

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	1 st occasion	2 nd occasion	3 rd occasion	4 th occasion
Unsatisfactory Conduct	Formal verbal warning	Written warning	Final written warning	Dismissal
Misconduct	Written warning	Final written warning	Dismissal	
Serious Misconduct	Final written warning	Dismissal		
Gross Misconduct	Dismissal			

Period of Warnings:

Formal verbal warning: A formal verbal warning will normally be disregarded for disciplinary purposes after a three month period.

Written warning: A written warning will normally be disregarded for disciplinary purposes after a six month period.

Final written warning: A final written warning will normally be disregarded for disciplinary purposes after a twelve month period.

Dismissal or other sanction: Dismissal decisions can only be taken by the senior manager, and the employee will be provided in writing with reasons for dismissal, the date on which the employment will terminate, and the right of appeal. If some sanction short of dismissal is imposed, the employee will receive details of the complaint, will be warned that dismissal could result if there is no satisfactory improvement, and will be advised of the right of appeal. A copy of the written warning will be kept by the supervisor but will be disregarded for disciplinary purposes after 12 months subject to achievement and sustainment of satisfactory conduct or performance.

3.4 Appeal

- i) You have the right to lodge an appeal in respect of any capability action taken against you.
- ii) If you wish to exercise this right you should apply either verbally or in writing normally within five working days to your Manager.

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Senior Manager: Julian Knight

Escalation point: Karen Price, Chair of the Board of Trustees

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