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EMPLOYMENT POLICY

Disciplinary Policy and Procedures

The Company's aim is to encourage improvement in individual performance and conduct. Employees are required to treat customers, members of the public and other employees equally in accordance with the Equal Opportunities Policy. This procedure sets out the action which will be taken when disciplinary rules are breached.

Principles:

The list of rules is not to be regarded as an exhaustive list.

The procedure is designed to establish the facts quickly and to deal consistently with disciplinary issues. No disciplinary action will be taken until the matter has been fully investigated.

At every stage employees will have the opportunity to state their case and be accompanied by a fellow employee of their choice at the hearings.

Only the Proprietor as the employer has the right to suspend or dismiss. An employee may, however, be given a verbal or written warning by their immediate superior.

An employee has the right to appeal against any disciplinary decision.

The Rules:

failure to observe a reasonable order or instruction;
failure to observe a health and safety requirement;
inadequate time keeping;
absence from work without proper cause (including taking parental leave dishonestly);
theft or removal of the Company's property;
loss, damage to or misuse of the Company's property through negligence or carelessness;
conduct detrimental to the interests of the Company;
incapacity for work due to being under the influence of alcohol or illegal drugs;
physical assault or gross insubordination;
committing an act outside work or being convicted for a criminal offence which is liable adversely to affect the performance of the contract of employment and/or the relationship between the employee and the Company;
failure to comply with the Company's Equal Opportunities Policy.

The Procedure:

Oral warning

If conduct or performance is unsatisfactory, the employee will be given a formal oral warning, which will be recorded. The warning will be disregarded after six months' satisfactory service.

Written warning

If the offence is serious, if there is no improvement in standards, or if a further offence occurs, a written warning will be given which will include the reason for the warning and a note that, if there is no improvement after twelve months, a final written warning will be given.

Final written warning

If conduct or performance is still unsatisfactory, or if a further serious offence occurs within the 12-month period, a final written warning will be given making it clear that any recurrence of the offence or other serious misconduct within a period of one month will result in dismissal.

Dismissal

If there is no satisfactory improvement or if further serious misconduct occurs, the employee will be dismissed.

Gross misconduct

If, after investigation, it is confirmed that an employee has committed an offence of the following nature (the list is not exhaustive) the normal consequence will be dismissal:

theft of or damage to the Company's property,
incapacity for work due to being under the influence of alcohol or illegal drugs,
physical assault and gross insubordination,
discrimination or harassment contrary to the Company's Equal Opportunities Policy
infringements of the non-disclosure agreement or other breaches of confidentiality of information .

While the alleged gross misconduct is being investigated the employee may be suspended, during which time he or she will be paid the normal hourly rate. Any decision to dismiss will be taken by the employer only after a full investigation.

Appeals

An employee who wishes to appeal against any disciplinary decision must do so to the Managing Director within two working days. The employer will hear the appeal and decide the case as impartially as possible.

GRIEVANCE PROCEDURE

1. The following procedure shall be applied to settle all disputes or grievances concerning an employee or employees of the Company (but excluding those relating to redundancy selection).
2. Principles:
 - (i) It is the intention of both parties that employees should be encouraged to have direct contact with management to resolve their problems.
 - (ii) The procedure for resolution of grievances and avoidance of disputes is available if the parties are unable to agree a solution to a problem.
 - (iii) Should a matter be referred to this procedure for resolution, both parties should accept that it should be progressed as speedily as possible, with a joint commitment that every effort will be made to ensure that such a reference takes no longer than seven working days to complete.

- (iv) Pending resolution of the grievance, the same conditions prior to its notification shall continue to apply, except in those circumstances where such a continuation would have damaging effects upon the Company's business.
- (v) It is agreed between the parties that where the grievance is of a collective nature, i.e. affecting more than one employee, it shall be referred initially to (ii) of the procedure.
- (vi) If the employee's immediate supervisor/manager is the subject of the grievance and for this reason the employee does not wish the grievance to be heard by him or her, it shall be referred initially to (ii) of the procedure.

3. The Procedure:

- (i) Where an employee has a grievance, he shall raise the matter with his or her immediate supervisor/manager.
- (ii) If the matter has not been resolved at (i), it shall be referred to a more senior manager or director and the shop steward, fulltime trade union officer, or fellow employee, if requested shall be present. A statement summarising the main details of the grievance and the reasons for the failure to agree must be prepared and signed by both parties.
- (iii) In the event of a failure to agree, the parties will consider whether conciliation or arbitration is appropriate. The Company may refer the dispute to the Advisory Conciliation and Arbitration Service, whose findings may, by mutual prior agreement, be binding on both parties.