



WELCOME TO THE TEAM

EMPLOYEE HANDBOOK



SENIOR ARCHITECTURAL SYSTEMS



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Senior Architectural Systems is one of the largest and most respected fenestration systems companies in the UK today.

We offer an extensive range of aluminium and composite timber architectural façade systems, alongside our own powder coating facilities, glazed unit manufacturing and a fleet of eco-delivery vehicles.

The company is constantly looking for new and innovative products, processes and service enhancements that will enable us to stand out from the crowd and make the world a better place.

As well as being totally committed to product development and customer service, we actively work with a green agenda, demonstrating our commitment to the environment for now and future generations.

Welcome to the team.

CONTENTS

1	DEFINITIONS	04
2	SICK PAY	04
3	COMPASSIONATE LEAVE	05
4	WAGES/SALARY	05
5	COMPANY VEHICLES	06
6	EXPENSES	06
7	FAX MACHINES, PHOTOCOPIERS, MAIL & COMPUTERS	07
8	RIGHT OF SEARCH	07
9	SMOKING	07
10	APPEARANCE & ATTITUDE	08
11	FAMILY FRIENDLY POLICIES	08
12	HEALTH & SAFETY	08
13	ALCOHOL & DRUG ABUSE	09
14	INTERESTS IN CLIENT'S AFFAIRS	10
15	CONFIDENTIALITY	10
16	INVENTIONS	11
17	DISCIPLINARY PROCEDURE	11
18	GRIEVANCE PROCEDURE	17
19	EQUAL OPPORTUNITIES POLICY	19
20	EQUAL OPPORTUNITIES POLICY STATEMENT	19
21	POLICY ON HARASSMENT AT WORK	20
22	DATA PROTECTION	21
23	IT SECURITY	22
24	E-MAIL	22
25	COMPANY PROPERTY & CORPORATE IMAGE	24
26	ADVERSE WEATHER AND TRAVEL DISRUPTION POLICY	25

1. DEFINITIONS

1.1 In this Handbook the following expressions have the following meanings:-

“Associated Company” any company which for the time being is a holding company (as defined in section 1159 of the Companies Act 2006) of the Company or any other subsidiary (as defined in section 1159 of the Companies Act 2006) of any such holding company or of the Company;

“Company” is the employer;

“Group” means the Company and the Associated Companies;

“Handbook” means this Employee Handbook;

“Particulars” means the terms and conditions contained in your contract of employment with the Company; and

“You” means the employee.

1.2 This Handbook contains guidance to be adhered to by you and the Company during the course of your employment with the Company. It is not intended that this Handbook forms part of your Particulars, however in signing your Particulars you confirm that you have read and understood this Handbook.

1.3 The Company reserves the right to amend this Handbook from time to time in accordance with changes of circumstance, law or current practice. You will be notified of minor changes of detail by way of a general notice to all employees and this Handbook will be kept updated by the replacement of appropriate pages.

1.4 Where there is any difference between the terms specified in the Particulars and the Handbook, the terms contained in your Particulars shall take precedence.

2. SICK PAY

2.1 If you are absent from work on account of sickness or injury, you or someone on your behalf should inform the Company of the reason for your absence as soon as possible but no later than 10:00am on the working day in which the absence first occurs.

2.2 In respect of absence lasting seven or fewer calendar days, you do not need to produce a medical certificate unless you are specifically requested to do so. You must however complete the Company's Self Certification Form immediately upon your return to work after such absence.

2.3 In respect of absence lasting more than seven calendar days you must on the eighth calendar day of absence provide a medical certificate stating the reason of absence and thereafter provide a like certificate to cover any subsequent period of absence.

2.4 The Company reserves the right to ask you at any stage of absence to produce a medical certificate and/or undergo a medical examination.



2. SICK PAY

- 2.5** You will be paid Statutory Sick Pay (“SSP”) during authorised absence as a result of sickness provided you meet the criteria laid down in the Government’s SSP scheme. When you are sick for four or more consecutive days you may be paid SSP by the Company if you are eligible. (The first three days are considered to be waiting days, for which no SSP will be payable.) This is treated like wages being subject to income tax deductions and national insurance contributions.
- 2.6** SSP will be paid to you by the Company for up to 28 weeks. Any payments received from the Government should be notified to the Company so that corresponding deductions can be made from any salary you may be receiving.

3. COMPASSIONATE LEAVE

- 3.1** If a bereavement occurs in your immediate family (this includes spouse, child, parents or grandparents), the Company will allow 3 days paid leave (inclusive of the day of the funeral) in addition to your holiday entitlement. You may only take reasonable additional leave on an unpaid basis, if it is necessary in the circumstances for you to do so. You should discuss this with your line manager in the first instance who will discuss this with a director of the Company.
- 3.2** Other than as set out above there is no entitlement to paid compassionate leave. However, at the discretion of the directors of the Company, paid leave may be granted if merited by the circumstances.

4. WAGES/SALARY

- 4.1** You will receive a payslip showing how your wages/salary payment has been calculated. It will also show the deductions which have been made and the reasons for them, e.g. income tax, national insurance.
- 4.2** Any queries which you may have, e.g. incorrect payment, shortages, errors in deductions should be raised with the Company.
- 4.3** At the end of each tax year you will receive, from the Company, a form P60 showing the total pay you have received from the Company during that year and the amount of deductions for income tax and national insurance. You should retain this document in a safe place as you may need to produce it if making enquiries with the HM Revenue & Customs. The law does not allow the Company to issue duplicate copies.

5. COMPANY VEHICLES

- 5.1** Where it is necessary for the performance of your duties the Company may make available a suitable motor vehicle for your use.
- 5.2** If you are required to drive a Company car or other vehicle as a condition of your employment and if you lose your driving licence for any reason then this may result in dismissal unless you can make satisfactory arrangements to carry out the full duties of your job.
- 5.3** You will, if requested and without delay, permit the Company to examine your driving licence and (whenever your own car is used for the Company's business) your motor car insurance policy and current certificate of insurance.
- 5.4** If you use or are provided with a Company motor vehicle you shall:-
 - 5.4.1** take reasonable care of the motor vehicle including keeping the motor vehicle in good running order and in a clean and tidy condition;
 - 5.4.2** immediately notify the Company of any accidents involving the motor vehicle, of any charges of driving offences which are brought against you if your driving licence is endorsed or if you are disqualified from holding a driving licence;
 - 5.4.3** on request produce your current driving licence to the Company;
 - 5.4.4** on termination of your employment or upon demand or if you are disqualified from driving (in which event no value shall be attributable to the loss of use of the car) immediately return the motor vehicle and keys to the Company;
 - 5.4.5** keep such records relating to its use as are necessary to satisfy HM Revenue & Customs; and
 - 5.4.6** in the case of accident not to admit liability for any injury or damage caused to third parties.

6. EXPENSES

- 6.1** The Company shall reimburse all reasonable travelling, hotel and other expenses wholly exclusively and necessarily incurred by you in the performance of your duties.
- 6.2** You must provide reasonable evidence of the expenditure including receipts wherever possible.
- 6.3** Reasonable travelling expenditure will be paid in full.
- 6.4** You must seek the prior specific agreement of the Company in respect of costs incurred in connection with international travel



7. FAX MACHINES, PHOTOCOPIERS, MAIL & COMPUTERS

- 7.1** Personal use of the Company's fax machines, photocopiers etc., must be limited and approved by the Company.
- 7.2** You must not use the Company's address for personal mail and you must not use Company stationery (including the company's letter headed paper) or postage for personal use.
- 7.3** Personal use of the Company's computers, printers and email is prohibited. Computers, printers and email messages are subject to inspection by designated Company representatives to ensure proper use.

8. RIGHT OF SEARCH

- 8.1** The Company reserves the right to search you or any of your property held on Company premises at any time if there are reasonable grounds to believe that you are guilty of any breach of the Company's rules and regulations. The search includes desks, bags, cars and other personal items.
- 8.2** The Company also reserves the right to invite the police to obtain a warrant to search the Company premises and/or people suspected of possession of drugs or who are suspected of committing any other criminal act.
- 8.3** Searches will be conducted with your consent and in the presence of at least one witness.
- 8.4** You must co-operate with any search. If you refuse to permit the search to take place your refusal will normally be treated as gross misconduct and action will be taken against you under the Company's disciplinary procedure.

9. SMOKING

- 9.1** The Company does not allow its employees or visitors to smoke in any part of its premises except in those areas which are pre-designated by the Company as smoking areas. The ban applies to anything that can be smoked and includes, but is not limited to, cigarettes, electronic cigarettes, pipes (including water pipes such as shisha and hookah pipes), cigars and herbal cigarettes. Smoking (whether as a driver or passenger) is prohibited in all Company premises and vehicles.
- 9.2** The Company may designate an unenclosed space as a smoking area. However, you are not entitled to additional breaks to smoke. To ensure all employees are treated consistently if you wish to smoke you must do so in your own time (official breaks).
- 9.3** If you fail to comply with this policy you will be subject to disciplinary action under the Company's disciplinary procedure. Failure to follow the legal requirements, which this policy implements, is a criminal offence and may result in a fixed penalty fine.

10. APPEARANCE & ATTITUDE

- 10.1** The Company's success relates to its ability to maintain high standards of professionalism. This extends to the way we present ourselves to the public, our customers and to each other.
- 10.2** In all departments employees should remember that appearance and attitude are constantly observed by those around us. All employees will be in contact at times with our customers and visitors, and appearance and attitude is a reflection on the Company.
- 10.3** Whether or not in uniform, employees should always make it a point to be neat and well-groomed.

11. FAMILY FRIENDLY POLICIES

- 11.1** The Company will comply with the statutory provisions with regards all family friendly entitlements including maternity, shared parental leave, paternity, adoption, parental leave, time off for dependants and flexible working requests.

12. HEALTH & SAFETY

- 12.1** Attention is drawn to your responsibilities as an employee under the Health & Safety at Work Act 1974.
- 12.2** You must comply with the Company's Health & Safety Policy and Safety Procedures as posted on the Company notice boards.
- 12.3** The basic employee responsibilities are as follows:-
 - 12.3.1** to take responsibility for their own and their colleagues health and safety;
 - 12.3.2** to work efficiently and safely;
 - 12.3.3** to report to line managers any hazards to safe working;
 - 12.3.4** to strictly observe all rules and regulations and statutory requirements relating to safe and hygienic working;
 - 12.3.5** to use safety equipment where it is provided and to wear appropriate protective clothing and clothing, if necessary;
 - 12.3.6** to correctly use all machinery and equipment and not interfere with or misuse anything provided for health and safety or welfare, providing the nature of work requires it and the employee's are authorised to do so; and
 - 12.3.7** to observe and report on "No Smoking" areas.



12. HEALTH & SAFETY

- 12.4** It is the responsibility of the Company to familiarise employees with the fire precaution arrangements, particularly the location of fire alarm points, fire extinguishers, and fire exits.
- 12.5** All employees are responsible for their own good housekeeping, in particular:-
- 12.5.1** all employees are responsible for keeping their working area in a clean and safe condition;
 - 12.5.2** all employees are responsible for maintaining in good condition those items of equipment which they have care of in performing their work; and
 - 12.5.3** all employees are responsible for maintaining the cleanliness and tidiness of the canteen and washrooms.
- 12.6** You must report any accident immediately to your line manager and a first aider, and have any injuries treated as appropriate.
- 12.7** You should acquaint yourself with the first aid arrangements in your work area.
- 12.8** When accidents occur, it is the responsibility of the person involved, the first aider and their line manager to ensure that details of the accident are entered into the accident book.

13. ALCOHOL & DRUG ABUSE

- 13.1** Alcohol Abuse
- 13.1.1** The Company's policy is to forbid the consumption of alcohol on the Company's premises except with the express permission of the Managing Director.
 - 13.1.2** If you are found to be intoxicated at work or are found consuming alcohol on the Company's premises you will face disciplinary action under the Company's disciplinary procedure which may lead to your dismissal.
 - 13.1.3** All prospective employees may be requested to undergo a medical examination which will seek to determine whether the prospective employee has an alcohol abuse problem or has taken a controlled drug.
 - 13.1.4** If a prospective employee refuses to give consent to such an examination or refuses to undergo the screening the Company reserves the right to immediately withdraw any offer of employment made.

13. ALCOHOL & DRUG ABUSE

13.2 Drug Abuse

- 13.2.1 The Company strictly forbids the possession, use or distribution of drugs for non-medical purposes on the Company's premises.
- 13.2.2 If you are prescribed drugs by your doctor which may affect your ability to perform your duties you should discuss the problem immediately with your line manager.
- 13.2.3 Where it is suspected that there was a breach of the prohibition on substances, or if it is suspected your work performance or conduct has been impaired through substance abuse, the Company reserves the right to require you to undergo a medical examination to determine the cause of the problem.
- 13.2.4 Where an employee at such a request refuses to undergo a medical examination, such refusal may be dealt with as a disciplinary matter under the Company's disciplinary procedure.
- 13.2.5 The Company reserves the right to inform the police of any suspicion it may have with regard to the use of controlled drugs by any of its employees on its premises.

14. INTERESTS IN CLIENT'S AFFAIRS

- 14.1 A director of the Company must be informed if you have any connection whatsoever with any customer or prospective customer of the Company. This would include situations where relatives or friends are employed by the customer.

15. CONFIDENTIALITY

- 15.1 You undertake that you shall not make use of, divulge or communicate to any person (save in the proper performance of your duties) any trade secrets or any other confidential information of or relating to the Company or any associated company which you may have received or obtained whilst in the employment of the Company. This restriction shall continue to apply after the termination of your employment without limit in point of time but shall cease to apply to information ordered to be disclosed by a Court of competent jurisdiction or otherwise required to be disclosed by law.
- 15.2 The Company receives during the course of its business information relating to the business or otherwise of its customers. The Company receives such information upon the basis that it will remain confidential. You undertake at all times during and after your employment to keep secret, except to the extent that disclosure is authorised by the Company and to use only for the purposes of the Company all information of whatsoever kind whether or not, in the case of documents, they are marked as confidential which relate to the business or otherwise of the Company's customers.



16. INVENTIONS

- 16.1** Any discovery, development, invention, secret process or improvement made or discovered by you during your employment in connection with or in any way affecting or relating to the business of the Company or capable of being used or adapted for use therein or in connection therewith shall forthwith be disclosed to the Company and shall belong to and be the absolute property of the Company or such other person as the Company may require.

17. DISCIPLINARY PROCEDURE

- 17.1** It is the Company's policy to ensure that you conduct yourself honestly and with personal and professional integrity. This procedure is designed to help and encourage you to achieve and maintain standards of conduct and performance.
- 17.2** Normally, minor issues are resolved informally. The disciplinary procedure is used to deal with repeated minor offences or more serious offences of misconduct or poor performance.
- 17.3** The principles of the Disciplinary Procedure are as follows:
- 17.3.1** to promote fairness and consistency of treatment between all employees;
 - 17.3.2** to ensure that no disciplinary action is taken until the case has been fully investigated;
 - 17.3.3** the Company's objective in applying this disciplinary procedure is that, where possible, any action taken should be corrective rather than to inflict punishment; and
 - 17.3.4** to apply a system of warnings, according to the staged procedure outlined below. However, the Company may commence the procedure at any stage if the alleged misconduct or poor performance warrants it.
- 17.4** No disciplinary action will be taken until a case has been fully investigated. The investigation may include the holding of an investigation meeting with you, depending upon the specific case. Following an investigation meeting a decision as to whether disciplinary action is required will be made.
- 17.5** All investigation and disciplinary meetings will be handled by managers of the Company. All arrangements regarding dates and times of meetings will be notified in writing.
- 17.6** The Company will write to you to invite you to a disciplinary meeting.
- 17.7** You, your chosen companion and the Company will make every effort to attend all meetings. Where you are persistently unable or unwilling to attend a disciplinary meeting without good cause the Company can make a decision on the evidence available.
- 17.8** The purpose of a disciplinary meeting is to establish the relevant facts and only after these are clear may a warning be issued. Formal warnings will be confirmed in writing.

17. DISCIPLINARY PROCEDURE

- 17.9** You have a right to appeal against any decision made if you feel that the disciplinary action taken against you is wrong or unjust.
- 17.10** Verbal warnings given to you under this procedure will normally be removed after six months in the absence of any further offences. Written warnings will normally be removed after twelve months in the absence of any further offences.
- 17.11** Summary dismissal without notice will take place if an act of gross misconduct is committed. Gross misconduct is misconduct serious enough to prejudice the business or reputation of the Company and to damage the working relationship and trust between you and the Company. The sanction for gross misconduct may be summary dismissal i.e. dismissal without notice or payment in lieu of notice.
- 17.12** The Company will write to you to invite you to a disciplinary meeting. The letter will explain:
- 17.12.1** the time, date and location of the meeting;
 - 17.12.2** the reason for and nature of the meeting;
 - 17.12.3** the allegations or criticisms (together with supporting evidence where relevant) which have given rise to it;
 - 17.12.4** what will happen at the meeting, including your opportunity to ask questions, present evidence and call witnesses (if advance notice is given to the Company before the meeting);
 - 17.12.5** the possible consequences of the meeting; and
 - 17.12.6** your right to be accompanied to the meeting.
- 17.13** At a disciplinary meeting:
- 17.13.1** the Company will explain the complaint against you;
 - 17.13.2** the Company will go through the evidence gathered;
 - 17.13.3** you will be given the opportunity to present your case;
 - 17.13.4** you will be given the opportunity to answer any allegations made against you;
 - 17.13.5** you will be given a reasonable opportunity to ask questions;
 - 17.13.6** you will be given a reasonable opportunity to present evidence;
 - 17.13.7** you will be given a reasonable opportunity to call witnesses; and
 - 17.13.8** you will be given a reasonable opportunity to raise points.

17. DISCIPLINARY PROCEDURE

17.14 Examples of misconduct

17.14.1 The following is a non-exhaustive list of examples of offences which amount to misconduct falling short of gross misconduct:-

- 17.14.1.1 refusal to carry out duties or reasonable instructions;
- 17.14.1.2 bad time keeping/lateness;
- 17.14.1.3 unauthorised absence;
- 17.14.1.4 minor damage or misuse of the Company's property;
- 17.14.1.5 abusive behaviour;
- 17.14.1.6 non-compliance with the Company's policies and codes;
- 17.14.1.7 unacceptable performance;
- 17.14.1.8 lack of application;
- 17.14.1.9 inappropriate standard of dress;
- 17.14.1.10 smoking on Company premises;
- 17.14.1.11 time wasting;
- 17.14.1.12 unauthorised use of the Company's telephone or internet; and
- 17.14.1.13 excessive sickness absence.

17.15 Examples of gross misconduct

17.15.1 The following is a non-exhaustive list of examples of behaviour which may constitute gross misconduct:-

- 17.15.1.1 theft; this is not necessarily confined to Company property or money;
- 17.15.1.2 dishonesty;
- 17.15.1.3 serious insubordination;
- 17.15.1.4 violent, abusive or intimidating conduct;
- 17.15.1.5 deliberately accessing internet sites containing pornographic, offensive or obscene material;
- 17.15.1.6 unauthorised disclosure of confidential information;
- 17.15.1.7 serious neglect of duties;
- 17.15.1.8 non-compliance with the rules regarding the use of the Company's computer systems or equipment as set out in the Employee Handbook;

17. DISCIPLINARY PROCEDURE

- 17.15
 - 17.15.1.9 wilful damage to property or belongings of the Company;
 - 17.15.1.10 reckless or serious misuse of a Company vehicle;
 - 17.15.1.11 failure to inform the Company of any driving offences or convictions in accordance with the Company's Car Policy;
 - 17.15.1.12 false accounting or falsification of any records or documents;
 - 17.15.1.13 rudeness to clients, customers or suppliers;
 - 17.15.1.14 attending work under the influence of drugs or alcohol, or any other non-medically prescribed drugs or substances;
 - 17.15.1.15 possession, use, supply or attempted supply of illegal drugs;
 - 17.15.1.16 giving false information as to qualifications or entitlement to work (including immigration status) in order to gain employment or other benefits;
 - 17.15.1.17 knowingly taking parental, paternity or adoption leave when not eligible to do so or for a purpose other than supporting a child;
 - 17.15.1.18 any action likely to bring the Company into disrepute;
 - 17.15.1.19 accepting a gift capable of being construed as a bribe;
 - 17.15.1.20 sleeping on duty;
 - 17.15.1.21 acts of incitement or actual acts of discrimination;
 - 17.15.1.22 harassment or bullying of, or discrimination against, employees, contractors, clients or members of the public for any reason including, related to gender, marital or civil partner status, gender reassignment, race, colour, nationality, ethnic or national origin, disability, religion or belief or age;
 - 17.15.1.23 serious acts in relation to the Company or involving other fellow employees (e.g. fighting or other violent conduct) otherwise so grave that it destroys the necessary mutual trust and confidence which exists between you and the Company;
 - 17.15.1.24 refusal to attend any meeting arranged under this policy without reasonable explanation;
 - 17.15.1.25 breach of health and safety rules and regulations;
 - 17.15.1.26 failure to comply with relevant statutory or regulatory requirements;
 - 17.15.1.27 conviction of a criminal offence which in the Company's opinion demonstrates unsuitability for continued employment with the Company;
 - 17.15.1.28 unauthorised absence; and
 - 17.15.1.29 failure to disclose correct information on your employment application form.

17. DISCIPLINARY PROCEDURE

- 17.15**
- 17.15.2 At all stages of the formal disciplinary procedure (this does not include the investigation meeting), you have the right to be accompanied by a work colleague or a Trade Union representative to any meeting. If the proposed person is not available to attend the hearing, the hearing can be postponed to a date and time within five working days of the date of the originally proposed meeting to enable you to choose an alternative colleague if you wish to.
 - 17.15.3 At each meeting a companion:
 - 17.15.3.1 can if you wish address the meeting;
 - 17.15.3.2 can if you wish put or sum up your case;
 - 17.15.3.3 can respond on your behalf to views expressed;
 - 17.15.3.4 can confer with you during the meeting;
 - 17.15.3.5 cannot answer questions on your behalf; and
 - 17.15.3.6 cannot prevent you from explaining your case.

17.16 Informal procedure

In the first instance, you will be told informally that an improvement in conduct or performance is required. A note that such a meeting has taken place will be put on your personnel file and normally a letter will be sent to you confirming the discussion and the outcome.

17.17 Formal written warning

If you fail to meet the standard of behaviour or level of performance required, or if there is any further incident of misconduct, or if the misconduct is serious enough to warrant a written warning then a disciplinary meeting will be arranged. You will be required to attend a disciplinary meeting with the appointed manager, a note taker and your companion (if you choose to be accompanied). After the disciplinary meeting a formal written warning will be given. A copy of the formal written warning will be placed on your personnel file and also given to you. The letter will specify details of:

- 17.17.1 the level of warning given – formal written warning;
- 17.17.2 the misconduct or performance issues concerned;
- 17.17.3 the improvement or change in behaviour expected;
- 17.17.4 the time span over which such improvement must be achieved;
- 17.17.5 the consequences of further misconduct or poor performance within the set period;
- 17.17.6 the length of time the warning will remain on your file (12 months for a written warning); and
- 17.17.7 the right of appeal.

17. DISCIPLINARY PROCEDURE

17.18 Final written warning

If you continue to fail to meet the level of performance or standard of behaviour required, or if there is any further failure to perform or incident of misconduct, or if your failure or misconduct is sufficiently serious to warrant only one written warning, but insufficiently serious to justify dismissal, then the next stage of the disciplinary procedure will be invoked. A disciplinary meeting will be arranged. You will be required to attend a disciplinary meeting with the appointed manager, a note taker and your companion (if you choose to be accompanied). After the disciplinary meeting a formal final written warning will be issued to you and a copy placed on your personnel file. The letter will specify details of:

- 17.18.1 the level of warning given – final written warning;
- 17.18.2 the misconduct or performance issues concerned;
- 17.18.3 the improvement or change in behaviour expected;
- 17.18.4 the time span over which such improvement must be achieved;
- 17.18.5 the consequences of further misconduct or poor performance within the set period;
- 17.18.6 the length of time the warning will remain on your file (12 months for a written warning); and
- 17.18.7 the right of appeal.

17.19 Dismissal

If following the issue of a final written warning, performance is still unsatisfactory, or there is any further incident of misconduct, dismissal may result. A disciplinary meeting will be arranged. You will be required to attend the disciplinary meeting with the appointed manager, a note taker and your companion (if you choose to be accompanied). If, following this meeting, it is decided to terminate your employment, you will be issued with a letter confirming the dismissal and a copy placed on your personnel file. The letter will specify details of:

- 17.19.1 that you are dismissed;
- 17.19.2 the reason you are dismissed;
- 17.19.3 the date your contract of employment will end;
- 17.19.4 the period of notice; and
- 17.19.5 the right of appeal.

17.20 Suspension

There may be occasions arising out of alleged breach of discipline or misconduct when the Company considers it appropriate to suspend you to allow a full investigation of all the facts to take place. During the period of suspension, you will be entitled to full pay and you will be informed of the suspension in writing. Suspension is a neutral act and is not a disciplinary action in itself or indicative of guilt. During a period of suspension, you should not attend the Company's premises or contact other employees, without first obtaining the Company's permission. The period of suspension to complete investigations will be kept under review and be kept as short as possible.



17. DISCIPLINARY PROCEDURE

17.21 Appeals procedure

- 17.21.1 If you feel that the disciplinary action taken against you is wrong or unjust you may appeal. The appeal must be in writing within five working days of the date of the Company's decision against which the appeal is made. You must state the grounds for the appeal. Where your appeal is against dismissal, the affect of lodging an appeal shall not be to postpone the date of dismissal.
- 17.21.2 As soon as reasonably possible after receipt of the letter an appeal meeting will be arranged. You will be required to attend the appeal meeting with the appointed manager, a note taker and your companion (if you choose to be accompanied). At the meeting you will be given the opportunity to explain your appeal and how you think it should be resolved. The purpose of the appeal is not to rehear evidence, but to review the appropriateness of the original decision.
- 17.21.3 Following the meeting the Company will write to you to inform you of the decision and any action the Company proposes to take. Whatever the outcome, that written decision is final and no further appeal within the Company may be made.
- 17.21.4 Copies of all written communications and records of the appeal hearing will be retained on your personnel file.

18. GRIEVANCE PROCEDURE

- 18.1 It is the Company's policy to create an environment that promotes open communication, which allows for free and informal discussion of any work related problems. Occasionally however, problems will arise which may only be resolved through a more formal procedure.
- 18.2 The Company will protect your right to seek to remedy a grievance in a fair manner. Once a grievance is dealt with there will be no further reference made to it, nor shall you be discriminated against for raising the grievance.
- 18.3 On the grounds that you believe that you are the victim of sexual, racial or any other form of harassment or unlawful discrimination, you should report any incidents to your line manager.
- 18.4 The grievance procedure can only be used where the matter in question is not the subject of disciplinary proceedings, which should be taken up in accordance with the Company's disciplinary procedure.
- 18.5 At all stages of the grievance procedure, if you have raised a grievance you have the right to be accompanied by a work colleague or a Trade Union representative to any meeting. If the proposed person is not available to attend the hearing, the hearing can be postponed to a date and time within five working days of the date of the originally proposed meeting to enable you to choose an alternative colleague if you wish to.
- 18.6 If you raise a grievance in order for the Company to investigate a grievance you will be required to co-operate with the investigation.

18. GRIEVANCE PROCEDURE

18.7 You, your chosen companion and the Company will make every effort to attend all meetings.

18.8 You have a right to appeal against any decision made if you feel that the grievance has not been satisfactorily resolved.

18.9 Informal procedure

18.9.1 In the first instance, if you believe you have a legitimate grievance, arising from your employment you should discuss it with your line manager.

18.9.2 If your line manager is the subject of the grievance you should raise the matter with another manager. Your line manager will be offered the opportunity to comment on the matter. The appointed manager will arrange a meeting to hear the grievance, normally within five working days of notification, and the decision and any action the Company proposes to take will be notified in writing to you as quickly as possible.

18.10 Formal procedure

18.10.1 Should you feel that the matter has not been resolved through informal discussions, you should put the grievance in writing in detail to a director of the Company without unreasonable delay. The letter should request that it is heard by the next level of management.

18.10.2 The Company will then arrange a meeting to hear the grievance, normally within five working days of receiving your letter. At the meeting you will be given the opportunity to explain your grievance and how they think it should be resolved.

18.10.3 Following the meeting the Company will decide what action, if any, needs to be taken. The Company will then write to you and notify you of the decision and any action the Company proposes to take and the right to appeal against the decision.

18.11 Appeals procedure

18.11.1 Should you still remain dissatisfied that the grievance has not been satisfactorily resolved you can request the grievance be referred to the next level of management, who will give further consideration to the problem. In these circumstances you should put your grounds of appeal in writing within five working days of the date of the Company's decision letter.

18.11.2 The Company will then arrange a meeting to hear the appeal, normally within five working days of receiving your letter. At the meeting you will be given the opportunity to explain your appeal and how you think it should be resolved.

18.11.3 Following the meeting the Company will decide what action, if any, needs to be taken. The Company will then write and notify you of the decision and any action the Company proposes to take.

18.11.4 Whatever the outcome, that written decision is final and no further appeal within the Company may be made.

18.11.5 Copies of all written communications and records of the appeal hearing will be retained on your personnel file.

19. EQUAL OPPORTUNITIES POLICY

- 19.1** This Equal Opportunities Policy Statement and Policy Statement on Harassment at Work are designed to implement the commitment of the Company to Equal Opportunities. It is the responsibility of every employee to ensure his or her own conduct conforms to the expected standards and reflects these Policies.
- 19.2** The aim of the policies is to encourage harmony and respect amongst individuals so as to promote good working practices with a view to maximising the performances and the return to the Company and its employees.
- 19.3** If equal opportunities are not applied then valuable talent and potential are wasted. Moreover when unfair discrimination, harassment and victimisation take place they bring about a climate of fear, insecurity and poor work performance. As well as being unlawful it affects profitability and morale. It is therefore vital that every employee understands his or her responsibilities. Equal opportunities is taken very seriously by the Company and failure to apply the policies or evidence of discrimination, harassment or victimisation will result in disciplinary action which may include your dismissal.

20. EQUAL OPPORTUNITIES POLICY STATEMENT

- 20.1** The Company seeks to employ a workforce which reflects the diverse community at large because the Company values the individual contribution of people irrespective of race, sex, age, marital status, disability, sexual orientation, race, gender reassignment, colour, being pregnant or on maternity leave, religion, belief, ethnic or national origin.
- 20.2** All employees will be treated with dignity and respect. The Company will use its best endeavours to provide a working environment free from unlawful discrimination, harassment or victimisation on the grounds of sex, age, marital status, disability, sexual orientation, race, being pregnant or on maternity leave, colour, gender reassignment, religion or other belief, ethnic or national origin.
- 20.3** **Equal pay**
- The Company is committed to practicing equality of opportunity. Equal pay will always be given for work of equal value.
- 20.4** **Religious holidays**
- Where you have particular cultural or religious needs, the Company will always, wherever practicable, seek to vary the requirements to enable such needs to be met.
- 20.5** **Training**
- The Company will not discriminate in the provision of training opportunities. Steps will be taken in appropriate circumstances to provide additional training for employees from under represented groups to enable them to progress.

20. EQUAL OPPORTUNITIES POLICY STATEMENT

20.6 Reporting incidents

If you believe that you or any other employee or visitor to the Company has been discriminated against or otherwise treated unfairly because of race, sex, marital status, sexual orientation, religion or religious belief, disability or age, then you should report the matter as soon as possible to the Company so that there can be an investigation and consultation with a view to establishing the facts and any steps which need to be taken.

20.7 Disciplinary action

Disciplinary measures will be taken against any employee found responsible for such an act of discrimination, and in serious cases the offence will amount to gross misconduct rendering that employee liable to summary dismissal.

21. POLICY ON HARASSMENT AT WORK

21.1 As part of its overall commitment to equality of opportunity, the Company is fully committed to promoting a good and harmonious working environment where every employee is treated and treats others with respect and dignity and in which no worker feels threatened or intimidated because of his or her religious beliefs, political opinion, sex, marital status, sexual orientation, gender reassignment, being pregnant or on maternity leave, disability, age or race. (Throughout this policy the word 'race' is to be understood, in line with the Race Relations Act 1976, to include colour, race, nationality or ethnic or national origins). This policy covers harassment which occurs both in and out of the workplace, such as on business trips or at events or work related social functions. It covers harassment by employees and also by third parties such as by customers, suppliers and visitors to our premises.

21.2 The aim of this policy is to prevent harassment, provide guidance to resolve any problems should they occur and prevent recurrence. Harassment at work in any form is unacceptable behaviour and will not be permitted or condoned. Harassment constitutes discrimination and is unlawful through employment legislation. Harassment may also be a civil offence, a criminal offence and may contravene health and safety legislation.

21.3 Harassment detracts from a productive working environment and can affect the health, confidence, morale and performance of those affected by it, including anyone who witnesses or knows about the unwanted behaviour. This can have a direct impact on the profitability and economic efficiency of the organisation.

21.4 Harassment is inappropriate behaviour at work and will be treated by this organisation as misconduct which may include gross misconduct warranting dismissal. You must comply with this policy.

21.5 Harassment is unwanted conduct of a discriminatory nature affecting the dignity of individuals at work. This can include unwelcome physical, verbal or non-verbal conduct. Such behaviour is unacceptable:

21.5.1 where it is unwanted, unreasonable and offensive to the recipient;

21.5.2 where it is used as the basis for an employment decision; and

21.5.3 where it creates a hostile or, degrading or offensive working environment

21. POLICY ON HARASSMENT AT WORK

21.6 The following is a non-exhaustive list of examples of unacceptable conduct:-

- 21.6.1** physical conduct ranging from touching to serious assault;
- 21.6.2** verbal and written harassment through jokes, offensive remarks, offensive language, gossip and slander, threats, letters;
- 21.6.3** visual displays of posters, graffiti, obscene gesture, any other offensive material;
- 21.6.4** isolation or non-co-operation at work, exclusion from social activities;
- 21.6.5** coercion, including pressure for sexual favours, pressure to participate in political/religious groups; or
- 21.6.6** intrusion by pestering, spying, following etc.

21.7 It should be noted that it is the impact of the behaviour which is relevant and not the motive or intent behind it.

21.8 All forms of harassment are viewed very seriously by the Company. This behaviour can amount to gross misconduct under the Company's disciplinary procedure and could result in summary dismissal.

21.9 You should discourage harassment by making it clear that you find such behaviour unacceptable and by supporting colleagues who suffer such treatment and are considering making a complaint. You should alert your Supervisor to any incident of harassment to enable the Company to deal with the matter. The information you impart will be treated confidentially and you may be required to sign a confidentiality undertaking not to disclose the fact that you are a witness.

21.10 Equally, an allegation of harassment must not be made lightly. If it is found that an allegation of harassment has been made without foundation or maliciously then disciplinary action will be taken against the employee making the allegation.

21.11 All complaints of harassment should be made to your line manager under the Company's grievance policy unless the complaint is regarding this person when you should complain to that person's superior.

22. DATA PROTECTION

22.1 Personal data maintained on the Company's computers will be updated regularly and can be seen by you at any time.

22.2 Anyone needing access to information should make their request to a director of the Company.

23. IT SECURITY

- 23.1** IT security is the responsibility of each individual within the Company. If you are assigned the use of a desktop or laptop PC and /or terminal or printer it is your responsibility.
- 23.2** All the systems used within the Company are password protected. Passwords are set up for individuals and must not be shared. It is important that you login to a system using the correct password as an audit trail is created for every transaction performed. When not using the systems, log out so that no one else can access the system using your password.

24. E-MAIL

- 24.1** The Company's computer system contains an e-mail facility which is intended to promote effective communication within the Company on matters relating to its business.
- 24.2** The e-mail system should therefore be used for that purpose. Personal messages may be sent but these should respect the primary purpose of the e-mail system. This means the e-mail system should not be used for spreading gossip, for personal gain or in breach of any of the Company's standard employment policies on issues such as sexual harassment.
- 24.3** Messages sent on the e-mail systems are to be written in accordance with the standards of any other form of written communication and the content and language used in the message must be consistent with best Company practice. Messages should be concise and directed to those individuals with a need to know. General messages to a wide group should only be used where necessary.
- 24.4** The Company's standard format for e-mail messages (including the confidentiality statement) should not be modified or amended and all e-mail messages should be sent in the prescribed format.
- 24.5** Confidential information should not be sent externally by e-mail without express authority and unless the messages can be lawfully encrypted.
- 24.6** Messages sent over the e-mail system can give rise to legal action against the Company. Claims of defamation breach of confidentiality or contract could arise from a misuse of the system. It is therefore vital for e-mail messages to be treated like any other form of correspondence and where necessary hard copies to be retained. You are also reminded that messages are disclosable in any legal action commenced against the Company relevant to the issues set out in the e-mail.
- 24.7** The Company reserves the right to retrieve the contents of messages for the purpose of monitoring whether the use of the e-mail system is legitimate, to find lost messages or to retrieve messages lost due to computer failure, to assist in the investigations of wrongful acts, or to comply with any legal obligation. The Company reserves the right to monitor and record email messages as it thinks fit.
- 24.8** If you are given access to the e-mail system you are responsible for the security of your terminal and you must not allow the terminal to be used by an unauthorised person.

24. E-MAIL

- 24.9** You should therefore keep your personal password confidential and change it regularly. When leaving your terminal unattended or on leaving the office you should ensure you log off the system to prevent unauthorised users using your terminal in your absence.
- 24.10** Attachments to e-mails must be virus checked before being opened or saved within the Company's computer system. If you are in any doubt about an attachment, you must consult with the Company's management before opening or saving the attachment.
- 24.11** Should you receive an e-mail message which has been wrongly delivered to your e-mail address you should notify the sender of the message by redirecting the message to that person. Further in the event the e-mail message contains confidential information you must not disclose or use that confidential information. Should you receive an e-mail which contravenes this policy the e-mail should be brought to the attention of your line manager immediately.
- 24.12** Should you receive an e-mail message which contains racist, sexist or other offensive text or images you should make a note of the sender's address and immediately notify your line manager. Under no circumstances should you save, print or distribute copies of any such message unless asked to do so by your line manager.
- 24.13** Misuse of the e-mail system in breach of this policy statement will be considered to be misconduct and will be dealt with under the Company's disciplinary procedure.
- 24.14** Misuse of the e-mail system by transmission of any material in any of the following ways will constitute gross misconduct:-
- 24.14.1 defamatory;
 - 24.14.2 offensive or obscene;
 - 24.14.3 untrue or malicious;
 - 24.14.4 Racist;
 - 24.14.5 of a political nature; or
 - 24.14.6 in breach of copyright.
- 24.15** It is also a matter of gross misconduct to open or save an e-mail attachment in breach of the rules set out above.

24. E-MAIL

24.16 Internet policy

24.16.1 The availability of access to the internet as part of the Company's computer system is also provided solely for the purpose of the Company's business. You should not therefore use the internet for any personal purposes or for any purpose other than the conduct of the Company's business, unless you have obtained the prior consent of a Director. In particular, you should not use the Company's computer system to:

24.16.1.1 download data or material from the internet other than for Company purposes;

24.16.1.2 participate in any internet discussion group;

24.16.1.3 disclose or publish details of the Company to any person on the internet;

24.16.1.4 purchase any goods or place an order over the internet (whether for the Company's business or for any other purpose);

24.16.1.5 subscribe to any site or service for which a charge is payable; or

24.16.1.6 download copyrighted material.

24.17 Any data or material downloaded from the internet must be virus checked before being saved to the Company's computer system.

24.18 The general rules set out above relating to misuse of the e-mail system apply equally to any breach of the rules relating to use of the internet.

25. COMPANY PROPERTY & CORPORATE IMAGE

25.1 An employee discovered deliberately defacing or damaging Company property in any way will be subject to the Company's disciplinary procedures.

25.2 Every employee is responsible for ensuring that no offensive materials are on display including nude / semi nude calendars, pictures posters or images, no graffiti on the walls, windows or lockers, no cigarette ends are on the floor or anywhere other than in the designated smoke room bins, all waste materials are appropriately located in skips or bins and that any spills or leaks are cleaned up immediately.

25.3 Any employee not meeting these requirements may be subject to the Company's disciplinary procedures.

26. ADVERSE WEATHER AND TRAVEL DISRUPTION POLICY

- 26.1** 26.1 This policy applies where it becomes impossible or dangerous for employees to travel in to work because of:
- 26.1.1 extreme adverse weather such as heavy snow;
 - 26.1.2 industrial action affecting transport networks; or
 - 26.1.3 major incidents affecting travel or public safety.
- 26.2** On these occasions we recognise that a flexible approach to working arrangements may be necessary to accommodate the difficulties employees face and to protect health and safety, while still keeping the business running as effectively as possible.
- 26.3** This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.
- 26.4** Travelling to work
- 26.4.1 Employees should make a genuine effort to report for work at their normal time. This may include leaving extra time for the journey and/or taking an alternative route. Travel on foot or by bicycle should be considered where appropriate and safe.
 - 26.4.2 Employees who are unable to attend work on time or at all should telephone their line manager before their normal start time on each affected day.
 - 26.4.3 Employees who are unable to attend work should check the situation throughout the day in case it improves. Information may be available from local radio stations, the police, transport providers or the internet. If conditions improve sufficiently, employees should report this to their line manager and attend work unless told otherwise.
 - 26.4.4 Employees who do not make reasonable efforts to attend work or who fail to contact their manager without good reason may be subject to disciplinary proceedings for misconduct. We will consider all the circumstances including the distance they have to travel, local conditions in their area, the status of roads and/or public transport, and the efforts made by other employees in similar circumstances.
- 26.5** Alternative working arrangements
- 26.5.1 Employees may be required to work from home, where possible, or from an alternative place of work, if available. Line managers will advise them of any such requirement. Such employees will receive their normal pay.
 - 26.5.2 Employees who are able to work may sometimes be expected to carry out additional or varied duties during such periods. However, employees should not be required to do anything they cannot do competently or safely.

26. ADVERSE WEATHER AND TRAVEL DISRUPTION POLICY

26.6 Late starts and early finishes

- 26.6.1 Employees who arrive at work late or who ask to leave early will usually be expected to make up any lost time. Managers have the discretion to waive this requirement in minor cases, or (in the case of lateness) where they are satisfied the employee has made a genuine attempt to arrive on time.
- 26.6.2 Managers have the discretion to allow staff to leave early and should have regard to the needs of the business and the employee's personal circumstances.
- 26.6.3 Where half the normal working day or more is lost this will be treated as absence and dealt with as set out below.

26.7 Absence and Pay

- 26.7.1 Employees who are absent from work due to extreme weather or other travel disruptions are not entitled to be paid for the time lost
- 26.7.2 Absence can be treated in a variety of ways. Employees should discuss their preference with their line manager, who retains overall discretion in the matter. A number of options are set out below:
 - 26.7.2.1 Treating the absence as annual leave. If not enough annual leave entitlement remains, an employee may choose to borrow up to two days from the next leave year.
 - 26.7.2.2 Treating the absence as flexitime or time off in lieu.
 - 26.7.2.3 Making up the lost hours within a reasonable time.
 - 26.7.2.4 Treating the absence as special unpaid leave.
- 26.7.3 If, in exceptional circumstances, we decide to close the workplace, employees will be paid as if they had worked their normal hours

26.8 School closure and childcare issues

26.9 Adverse weather sometimes leads to school or nursery closures or the unavailability of a nanny or childminder.

26.10 In cases such as these where childcare arrangements have been disrupted, employees may have a statutory right to reasonable time off without pay in order to enable them to make alternative childcare arrangements.

HEAD OFFICE

Senior Architectural Systems Ltd, Eland Road, Denaby Main, Doncaster, South Yorkshire, DN12 4HA
Tel: 01709 772 600 Fax: 01709 772 601 E-mail: info@sasmail.co.uk

BRANCHES

Scotland - Unit 4 Dunlop Court, Deans Industrial Estate SW, Livingston, West Lothian, EH54 8SL
Tel: 01506 407 640 Fax: 01506 407 641

South - Unit 4 Leeway Industrial Estate, Newport, South Wales, NP19 4SL
Tel: 01633 277 880 Fax: 01633 277 121

Senior Glass Systems Ltd, Lakeside House, Hopper Hill Road, Eastfield, Scarborough, YO11 3YS
Tel: 01723 580 010 Fax: 01723 580 018 E-mail: sgenquiries@sasmail.co.uk

Visit our showroom at the Building Centre, Ground level, L4, Store Street, London, WC1E 7BT

www.seniorarchitectural.co.uk



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