

Qualification: CIPD Diploma in Applied Human Resources

Contributing to the Management of Change

Student Name: Paul Bennett

Student Number: 1905437

CIPD Membership Number: 55439410

By signing below, I confirm that the work/evidence presented is my own, unaided work. I understand the regulations pertaining to candidate malpractice and the action that may be taken as a result.

Signed: P.Bennett

Date: 17.01.2021

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Evidence

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Personal statement LO1

As we approached the 2nd half of 2020 the situation with the Covid-19 pandemic was not improving BBC News, (2021). There was a meeting held at our head office to discuss changes that were needed to protect the company moving into 2021. The meeting was chaired by the CEO and in attendance was the MD and Director of people, I was brought into the meeting at the end to discuss the Global change to our contracted hours and sickness benefits. For the purpose of this portfolio, I will only discuss the Contracted hours change as the sickness benefits are still in discussion.

The discussion was based around lowering full time contracts from 40 hrs to 35, this would make a substantial saving to our wage costs, this was the need. The director of people had already discussed the benefits and constraints of this approach ACAS, (2020) but wanted my input as I would be carrying out the change. (AP1) My opinion was to make further redundancies and leave the contracts alone, but this was not an option as the CEO was adamant that this measure should and needs to remove the need for further redundancies, this was the board objective. I agreed with the director of people and thought that a blanket reduction of 5 hrs was too much for our staff members to comfortably manage financially. It was agreed that a reduction of 2.5 hrs per contract was enough to satisfy the board and would be reviewed again in if the need arose.

The next step after the meeting was to compile a list of staff members that would be affected by this. The total number was 121. Thankfully less than 20 per site, so collective consultation was not required (ACAS, 2020). Due to the change only affecting our full-time staff, most of these employees had long service, this was not going to be an easy sell to them. Even though £20-£25 per week loss does not sound an awful lot, it might be for some as they live pay cycle to pay cycle with little or no savings. The clubs that are covered by TUPE, the national archives (2020) needed to be considered and it was agreed that we could reduce their contracts by an agreed amount and not to 37.5.

The next step was to agree how to complete this task, was it going to be completed over the phone, a virtual meeting or in person. The only answer either of us were happy with was in person, we sat and discussed how this should be worded when we have the individual meetings, (AP3).

With just the two of us currently in the department, the amount of time it would take to visit each club was huge, so it was decided to use one of the training admins to assist also, Tamika was brought onto the team, to assist in generating the contracts and keeping a record of who we had seen. (AP4) Also generating letters as required.

I put together a set of dates to complete the change programme (AP5) this was then agreed by the director of people. (AP6) The timetable was from July 6th 2020 to 20th December 2020.

The end goal was to get all contracts signed by the employees. There was however a likelihood of refusal to sign. As a last resort we would force the change by dismissal and rehiring under the new terms ACAS (2020). This was not something we wanted to do as this could end in Tribunal claims, just as Asda faced in 2019. BBC News (2019)

Personal statement LO2

Following the basic plan that was put together, I set off to my allocated sites to start the discussions with the staff members. I attended each site for 2-3 days initially trying to see all the staff members on my list, before moving onto the next site (AP7). I communicated with the general managers of each site before I planned to visit, due to the clubs being closed. We had to give notice to the employees to attend. (AP8)

When I arrived at club I was met with apprehension and a little fear from the employees, as they believed that they were asked to attend to be made redundant due to current press coverage financial times, (2020). In retrospect I should have send a letter to each employee detailing why I wanted to see them. Most were quite relieved to just be losing 2.5 hrs and keeping their jobs. After each site visit, I would go back to the office and deliver the signed contracts to Tamika who would scan and upload them to our HR software Cascade. Tamika would also update the list for each club when she received the signed contract. (AP9) I did not have any issues for the first few clubs. I had one employee who was very hesitant to sign due to the fact she could not afford the drop of hours. When we discussed it, she explained that as she was at home every day, her bills had all increased as well as her food costs. During this kind of change I was unable to offer much support such as training or coaching. The only thing I could offer was empathy, I offered to help her work out her finances and it was clear that she really could not afford to lose the hours. I made an agreement with this employee; I would not cut her hours until she returned to work. She trusted me to do this and signed the new contract, as we have not yet returned to work, her contract is still on my desk and has not changed. I received a thank you email from this employee just after Christmas thanking me for understanding and caring enough to help. (AP10)

Every other Sunday throughout the process I would meet with the director of people and we would go through each club and give an update on how the discussions and negotiations were progressing. After each meeting I would update the tracking spreadsheets and sent to Tamika to record and upload to Cascade. (AP11)

When the process of travelling around the sites was complete around the end of November. As a team we sat together (at least 2 meters apart) and discussed how the process was completed. Tamika updated us on the contracts that had not been signed, and myself and Jayne explained the reasons for not signing. There were 5 refusals in total. 1 I had already dealt with and 4 others from the north clubs for similar financial reasons. I explained the concession I had made holding onto the contract until we return to work. Jayne was happy with this. It was agreed that I would offer the same concession with the others.

That week I gained another 3 signatures leaving just 1 member of staff refusing to sign. I was left with no further options other than dismiss and rehire on the new terms as laid out by ACAS, 2020).

It was a pity that I had to go through this process, but only 1 out of 121 was a good result. (AP12)

During discussions with this employee, it was interesting to witness the employee go through Kubler-ross model: Kubler-Ross (1969)

- First it was denial, you cannot do this to me you are not allowed.
- Then came the anger, I will not let you do this it is not right I will sue you.
- Then it was bargaining, what if I work all weekend can I keep my hours?
- Then came the depression, literally, the person phoned in sick for next shift and put in a two-week paper for depression.
- When I sent a dismissal letter explaining that we would only re employ on the new terms, they accepted and signed the new contract.

I believe that the change management programme was successful. We achieved the outcome that was required with minimal fuss and disruption. We had a few things that helped along the process. I believe that if we made this change during normal trading, then there would have been a huge disruption to the business. The fact that we were closed during the process helped, as well as the global pandemic. People were fearful of being made redundant. I believe they accepted the change as they felt it was a small change compared to losing their jobs.

Personal statement LO3

The first question to ask, were the organisations objectives met? The answer to this was yes and no. The organisation wanted to reduce contracted hours down to 35 for all full-time staff members. See (AP1). This was against advice from the director of people and it was then agreed to reduce contracts to 37.5 and to review with a look to reducing further mid 2021 if required.

The secondary objective of 37.5 was met. All 121 full time contracts were reduced.

What this means in terms of cost saving:

Looking at just the full-time employees, pre contract changes.

Total wage cost per week £101,629.78

After the changes.

Total wage cost per week £95,149.53

This equates to a saving of **£6480.25** per week or **£336,973.00** per year. This is a significant saving.

Looking at contracted hours for the full-time contracts:

Pre changes **4799** hrs per week.

After changes **4493** hrs per week

This equates to a saving of **306** contracted hrs per week, or **15,912** hrs per year.

Looking at the data the objectives were certainly met, and with only one refusal to sign the new contract I believe this was also successful. **(AP13)**

Looking at the change programme reflectively, I believe we would have had a different outcome if the circumstance were different. If for example, the changes were made when the clubs were open and operating. I believe this would have led to a much tougher negotiation. The staff members would have all been able to communicate amongst themselves and this would have led to increased negativity in each site. There is also the culture to look at within castle leisure, when there is a change made within the organisation, that the staff members do not like, they normally vote with their feet. It is commonplace when something changes that a sizable group of staff will go on the sick when unhappy. This generally causes mass disruption to the club's ability to operate. The staff know this and use it as a negotiation tool.

I also believe that by not informing the staff why they were required to attend meetings assisted in getting the required agreement. To be honest this was not an intentional move, but I believe was pivotal in achieving our goal. It was evident from the relief of the staff members that they were not being made redundant, that enabled us to achieve the goal.

The tough question is would we do it again. We should have informed them before the meetings as to what we wanted to change. Best practice also suggests this, Harvard Business review (2017) Suggest small frequent communications. If I answer this honestly, we did not do this. The communications that we used were to set up the meetings, then verbally communicate what we wanted, and follow up with a letter. The planning did not account for any real communication and was very basic. If we were to do this again, which is quite likely, using what I have learnt from this module, I would produce a very different change programme.

It would be planned appropriately as suggested by the Association of Project Management (2018), with much more thought going into setting up the change rather than just the implementation. I would have a clear communication strategy, which allowed for two-way communication and feedback from the employees before the implementation stage started. I would also focus more on the resources required. Having just the two of us visit each club put the team under immense pressure and took away from the rest of our commitments and strategy. This process took almost 6 months of precious time and resources and left no one to man the helm of the busy HR function that we have. Things got missed and we are still dealing with the consequences of this.

The key to improving on this change management process is the change management plan. I did not complete an appropriate plan which in turn did allow a successful change but not a change that followed best practice or allowed our HR function to still operate during the process.

I am eager to start the next programme to put what I have learned from this module and my mistakes into practice and achieve a change management programme that I can be proud of.

References

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Proposed Contract Changes Discussion JCH, LMM, JB, PB HQ 6th July 2020

Discussion Scope

Given the ongoing effects of Covid19 on the industry, it was proposed that full time contracts should be 35 hours and 16 hours for part timers

Benefits

Protect business for the long term.

Ability to pull back to contracted hours in need.

Standardisation of contracts.

Currently, easier to implement given the potential instability of business and given staff have been used to 80% furlough pay.

Disadvantages

We have just lost 1692 hours through redundancies, can we afford to lose additional hours?

Is it more beneficial and less risky to terminate individuals under 2 years service if we still have excess hours?

Can we afford to alienate the longer term members of staff who are primarily the individuals with 40 hour contracts?.

If we demotivate these individuals who are multi skilled and key to the business, what are the detrimental effects moving forward, morale, motivation, customer service, business recovery?

Losing 5 hours pay would amount to £43.75 at base level or £46.00 at supervisory level. This would not be considered reasonable and could be challenged at tribunal.

TUPE transferred individuals from English acquisitions should be offered a reduction to 40 hours and 43 in need, adopting transitional arrangements to be deemed as reasonable. Despite 10 years+ since the acquisition, amending terms of and conditions of transferees is frowned upon by tribunals.

Anomalies on 40+ hours and TUPE Transfers

Karen Russell (B Hill) Currently contracted for 46 hours. Reduce to 40 or 43?

Jamie Rudd (BT) currently 44.75 reduce to 40.

Karen Reynolds (BT JB to deal currently hospitalised with a stroke)

Eddie Davies (BT) Currently 44 reduce to 40

Garry Smith (CB) currently 43.25 reduce to 40

Natasha Boreland (CB) 41.25 reduce to 40 hours

Procedure/Legal Implications

If we cannot gain voluntary agreement of staff to the change of terms and conditions, we would have to serve notice on the current contract and reengage on new terms and conditions. The continuity of service would be preserved if the new contracts start immediately after the former contract ends.

The changes cannot be applied until the previous contract ends at the conclusion of the notice period.

In cases of non-agreement, we risk tribunal claims for the following:

Breach of contract (would have to have left and can claim through civil court or ET)

Constructive dismissal. (Would leave and claim through ET with 2 years+ service)
Unfair deduction of wages (can pursue whilst still employed)

We should also be prepared to consider further job losses through redundancy in need.
If staff were losing in excess of £40 per week, it could be considered a redundancy situation in any event by a tribunal, with work of a particular kind reducing.

Considerations

Could we compromise with 37.5 hours which would be more palatable.

Could we take advantage of the flexible furlough pay and retain current hours until we see how company recovers?

Could we agree 35 hours for full timers and 16 hours for part timers for all new starters and leave current contracts as they stand.

Holiday pay and sick pay

Holiday pay is based on a 12-week average or contracted hours whichever is the higher.
Sick pay is based on an 8-week average or contracted hours.

Summary of Outcome

It was agreed that anyone on contracts between 37.5 hours and 40 hours would be reduced to 37.5 hours a week.

It was agreed that any new starters would be on a standard 35 hours contract for full timers and 16 for part timers.

It was determined that part time contracts for existing employees should remain at current levels at this point.

Additional Points for Consideration

There are currently circa 166 staff who are on the 13-week full and 13 week half sick pay contracts. I would propose that we reduce this to 13 weeks full pay over 2 years. However, we would need to defer until Nantgarw re opens or we would have to enter into formal consultation because the reallocated staff take numbers to over 20 per site who would be affected.

New starters have contracts for 8 weeks maximum sick pay but reducing to that level maybe a step too far for these long-term employees. I would see the reduction of contracted hours as stage 1 and the reduction in sick pay as stage2.

(See previous absence paper attached)

PB to allocate Clubs for execution as agreed.

Paul Bennett

From: Paul Bennett
Sent: 14 January 2021 13:40
To: Paul Bennett
Subject: FW: Contract Discussion
Attachments: Proposed Contract Changes Discussion 6.7.20.docx

From: Paul Bennett <Paulb@castleleisure.co.uk>
Sent: 12 July 2020 13:19
To: J*****s <j***h@castleleisure.co.uk>; L*****n <l***m@castleleisure.co.uk>
Cc: J*****n <j***b@castleleisure.co.uk>; J*****s <j***d@castleleisure.co.uk>;
W*****s <w***d@castleleisure.co.uk>
Subject: Contract Discussion

Hi both

Given our detailed discussion last week, I have just summarised the discussion for clarification.

You will see that I have also proposed an additional change in terms of company sick pay as a next stage.

I have attached the absence paper from 2019 for information.

I wish to clarify one or two points for the likes of KR etc as my memory is a bit hazy without cascade, which we can do tomorrow as I am meeting Tam at HQ.

We will also look at Completing this change by 20.12.2020. Let me know if the date is agreeable?

Kind regards

Paul

Paul Bennett
 HR Officer
 Castle Leisure Bingo Clubs
 Mobile 07972325554

Paul Bennett

From: Paul Bennett
Sent: 14 January 2021 14:36
To: Paul Bennett
Subject: FW: Script Change of Contracts
Attachments: Change of Terms and Conditions Script .docx

Importance: High

From: Jayne Beynon <[REDACTED]@castlebingo.co.uk>
Sent: 19 August 2020 13:29
To: Paul Bennett <PaulB@Castlebingo.co.uk>
Cc: Jayne Beynon <[REDACTED]@castlebingo.co.uk>
Subject: RE: Script Change of Contracts
Importance: High

Thanks Paul agree with your thought process, we will try as opposed to it will happen. Revised script attached.

Kind regards

Jayne

Jayne Beynon
 Director of People and Organisational Change
 Castle Leisure Bingo Clubs
 Mobile 07777 111111

From: Paul Bennett <PaulB@Castlebingo.co.uk>
Sent: 18 August 2020 10:37
To: Jayne Beynon <[REDACTED]@castlebingo.co.uk>; Tamika Blake <[REDACTED]@castlebingo.co.uk>
Cc: Jayne Beynon <[REDACTED]@castlebingo.co.uk>
Subject: RE: Draft Script Change of Contracts

Hi Jayne,
 Just had a good read through, just a few proposed changes in wording from me. Otherwise fit for purpose and all good.

Many Thanks

Paul Bennett
 HR & Training Officer
 07972325554
 01792610118

From: Jayne Beynon
Sent: 17 August 2020 18:10
To: Paul Bennett
Cc: Jayne Beynon Tamika Blake

Subject: Draft Script Change of Contracts

Importance: High

Hi Paul

Take a look at the draft script, let me know if you feel we should add anything further or if there is anything you are not comfortable with.

Tamika please prepare draft contracts, place them in the Terms and Condition file on the HQ server so that Paul and I can review individually.

Don't forget the effective date of the agreement and the date of engagement is their start date on Cascade.

Remember that if anyone is on £8.25 from furlough, they will be on £8.75 when they return, for the purpose of this agreement.

Speak over the weekend.

Kind regards

Jayne

Jayne Beynon
Director of People and Organisational Change
Castle Leisure Bingo Clubs
Mobile [REDACTED]

Change of Terms and Conditions Script

Firstly, thank you for attending this meeting today and I would like to take this opportunity to welcome you back, after what has been a long time away from the business, on furlough.

We are delighted to be back open in England but as you will be aware the hospitality industry is going through an extremely challenging time and there have been so many job losses and probably many more to come.

You may have heard that Buzz Bingo have just announced the closure of 25% of its bingo estate with the loss of circa 500 jobs.

Our Company have had to take some difficult decisions in the last few months ourselves and it has been the first time in the Company's history that we have unfortunately had to suffer job losses to protect the business for the long term sustainability of our clubs and for the staff who are left.

We believe that Bingo is not going to recover quickly, and it is no secret that the country is expecting a second wave of the Corona virus in the coming months as the winter approaches.

Our competitor clubs that have already opened are reporting a 70% loss of afternoon trade which is a significant loss of volume, without taking into account reduced evening trade.

Castle do not wish to incur any further job losses, but we recognise that we do not have the need for the volume of hours that we have had historically with our remaining staff.

Therefore, our aim is to avoid any further job losses and with your agreement, the Company wish to reduce all full-time contracts to 37.5 hours across all of our clubs.

I would like to ask you whether you will accept this change to your current contract as we aim to avoid any further redundancies?

If yes, obtain a new signed contract and thank them for being so understanding and accepting the change.

If no, consider and discuss objections and aim to gain agreement to the change.

(For TUPE transferees or employees with in excess of 40 hours contracts , state the following)

Explain that we are not unreasonable and that we accept that their contracts are in excess of 40 hours.

Ask them what level of reduction would they deem acceptable?

(Look to agree the minimum stipulated but if a further reduction is proposed then accept the lesser hours and then obtain a new signed contract.)

If you experience extreme resistance, then explain that we would prefer to implement the changes with their agreement but if that is not the case, the company intend to serve notice on their existing contract and offer reengagement on the new terms and conditions ie. Reduced hours.

Inform the staff member that we will progress in due course and will write to them accordingly.

Make notes of all conversations that result in non-agreement.



cascade
human resources & payroll software

[illegible]

AP 14

Name	Club	Current Hours	New Hours	Date Employed	New Contract Start Date	Pay rate	COE Type
*****	Castle Leisure -> Barnes Hill -> Cash Office	38	37.5	07.08.10	27.07.2020	£9.20	1
*****	Castle Leisure -> Barnes Hill -> Catering -> Kitchen Staff	39	37.5	26.10.09	13.10.20	£8.85	1
*****	Castle Leisure -> Barnes Hill -> Bar	40	37.5	07.02.19	27.07.2020	£8.75	2
*****	Castle Leisure -> Barnes Hill -> Book Sales	40	37.5	06.06.04	17.08.2020	£9.20	1
*****	Castle Leisure -> Barnes Hill -> Cash Office	40	37.5	18.04.11	25.10.20	£19,734.00	1
*****	Castle Leisure -> Barnes Hill -> Gaming Machines	40	37.5	08.10.14	27.07.2020	£8.75	2
*****	Castle Leisure -> Barnes Hill -> Gaming Machines	40	37.5	03.07.20	27.07.2020	£21,157.50	1
*****	Castle Leisure -> Barnes Hill -> Book Sales	44	40	25.05.08	17.08.2020	£9.20	1
*****	Castle Leisure -> Barnes Hill -> Front of House -> Reception	46	40	14.03.06	27.07.2020	£9.20	1

Key COE 1 Before 03.11.13
COE 2 From 04.11.13

Contract declined or employee still furloughed
New contract signed, scanned to Cascade and payroll informec

17.8.20 ***** Termination letter Issued 12.12.20 PE Contract ends 19.12.20 New contract signed 20.12.2020 PE

Paul Bennett

From: Paul Bennett
Sent: 14 January 2021 15:32
To: Paul Bennett
Subject: Contract timings

From: Paul Bennett
Sent: 20 August 2020 17:26
To: Jayne Beynon <j*****b@castleleisure.co.uk>; Tamika Blake <T*****B@Castlebingo.co.uk>
Subject: The Plan

Hi Both,

Been looking at breaking this all down in to time chunks for us all to manage.

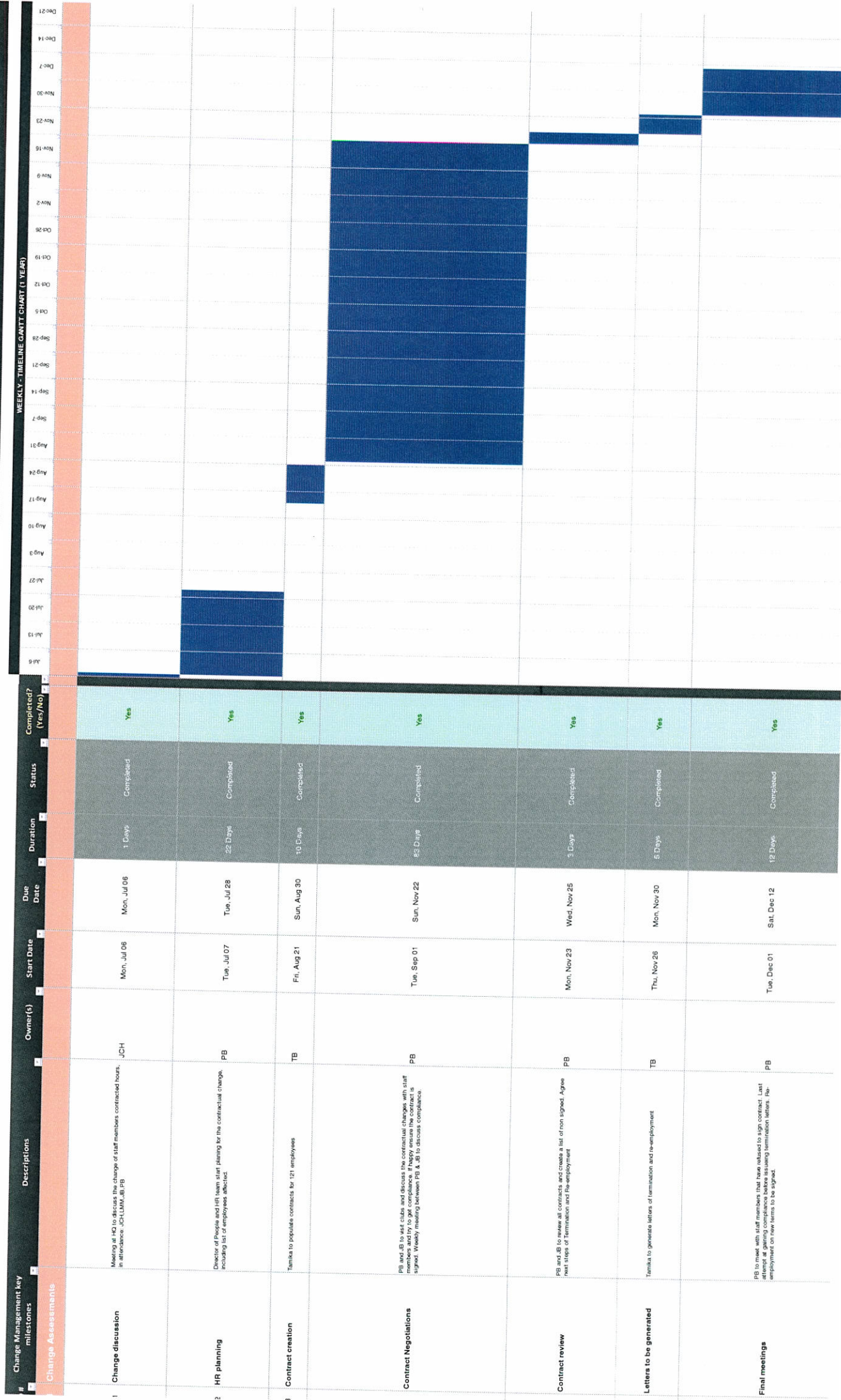
21.08.2020 - 30.08.2020 Tamika to create new contracts.
01.09.2020 – 22.11.2020 Paul South clubs, 69 staff
01.09.2020 -22.11.2020 Jayne North clubs, 52 staff
24.09.2020 10.12.2020 Jayne & Paul review contracts.
11.12.2020 List to Tamika to send letter of termination and re-employment if required.

Jayne, let me know if you agree with the timescale, Tam could you please ensure not to book any leave around the December dates as it could be quite full on.

Many Thanks

Paul Bennett
HR & Training Officer
07972325554
01792610118

Change Management Plan



Paul Bennett

From: Paul Bennett
Sent: 14 January 2021 15:40
To: Paul Bennett
Subject: FW Contract timings

From: Jayne Beynon <j*****b@castleleisure.co.uk>
Sent: 21 August 2020 15:17
To: Paul Bennett <P*****b@Castlebingo.co.uk>
Cc: Tamika Blake <T*****b@castlebingo.co.uk>
Subject: Contract timings

Dear Paul,
Sounds good to me, I think we are ready to get this done. Good job on all the planning, lets hope for a straight forward round of negotiations.
Tam this may be very busy for you in December if the negotiations do not go well, But fingers crossed.
Paul lets arrange for a weekly catch up to discuss progress.

Kind regards

Jayne

Jayne Beynon
Director of People and Organisational Change
Castle Leisure Bingo Clubs
Mobile ~~07712 123456~~

AP 7

[illegible]

Paul Bennett

From: Paul Bennett
Sent: 15 January 2021 16:52
To: Paul Bennett
Subject: FW: Club visits

From: Paul Bennett
Sent: 14 August 2020 13:09
To: Nicole Wales <Nicole.Wales@hilling.co.uk>; Stephen Hamley-Lock <Stephen.Hamley-Lock@hilling.co.uk>; Daniel Collard <Daniel.Collard@hilling.co.uk>
Cc: Jayne Beynon <jayne.beynon@neathleisure.co.uk>; Tamika Blake <Tamika.Blake@neathleisure.co.uk>
Subject: Club visits

Hi all,

I will be in visiting your clubs on the dates below to speak with your full timers with contracts exceeding 37.5 hrs. Could you please ensure that you get as many in as possible as I would ideally like to complete them all on the allocated day.

Swansea Monday 31.08.2020

Linda	Jenkins
Beverley	Graham
Ryan	Morgan
Steven	Gregory
Barry	Jackson
Scott	Thomas-Norman
Kristian	Harris
Carol	Whelan
Cameron	Thomas-Norman
Paul	Harris
Catherine	Stanton
Ryan	Baxter

Neath Monday 07.09.2020

Paul	Merson
Michael	John
Megan	Richards
Jonathan	Landry
Kerrie	Fowler
Christine	Green
Joshua	Mugford
David	Davies
Yokling	Morgan
Jason	Evans
Steven	Tristram

Bridgend Monday 14.09.2020

Richard	Barrett
Helen	Box

Joshua	Pitman
John	Price
Jane	Morrissey
Elaine	Hendry
Kevin	Grove
Richard	Jones
Lorna	Seldon
John	Daniels
Jordan	Motherway
Steven	Sturgess
Lee	Woodfin

Many Thanks

Paul Bennett
 HR & Training Officer
 07972325554
 01792610118

How to send personalized mass emails to a list from Excel via Outlook?
<https://www.extendoffice.com/documents/excel/3560-excel-send-personalized-email.html>

[illegible]

Paul Bennett

From: Paul Bennett
Sent: 15 January 2021 17:56
To: Paul Bennett
Subject: FW: Me again bex

From: re**** **in <re**** **in@hotmail.com>
Sent: 03 January 2021 15:22
To: Paul Bennett <PaulB@Castlebingo.co.uk>
Subject: Me again bex

Hi hope you and the family had a lovely christmas and new year. Just a quick email, to say thank you for all your support this year. During our long conversations in November I was panicked and did not know what to do(sorry). You were so caring and helped me through a worrying time. I still use that spread sheet to work out my money.
Thank you
Bex

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Paul Bennett

From: Paul Bennett
Sent: 15 January 2021 18:04
To: Paul Bennett
Subject: FW: Contract changes
Attachments: Summary of Contract Changes BG.xlsx; Summary of Contract Changes NE.xlsx; Summary of Contract Changes SW.xlsx

From: Paul Bennett
Sent: 14 October 2020 20:47
To: Jayne Beynon <jayne.beynon@castlebliss.co.uk>; Tamika Blake <tamika.blake@castlebliss.co.uk>
Subject: Contract changes

Hi Tam,

Please find attached Summary of contract changes in SW, NE, BG so far.

I still have a few to see but all the green entries are signed, could you please update Cascade.

Many Thanks

Paul Bennett
HR & Training Officer
07972325554
01792610118



Castle Leisure Limited
1 City Road
Cardiff
CF24 3TQ
Tel: (029) 2048 4422

[REDACTED]
[REDACTED]
[REDACTED]
Birmingham
[REDACTED]

Date 17th August 2020

Private & Confidential

Dear Miss [REDACTED],

Further to our consultation meeting held today, I write to confirm that as a result of the material effects of the Corona pandemic on business performance, it is necessary for the Company to change your terms and conditions in respect of your weekly contracted hours from 40 hours to 37.5 hours.

These changes are required to protect the business to ensure the long-term sustainability of our clubs and aim to prevent further job losses.

The Company have sought to gain your agreement to these essential changes and have discussed the matter fully with you during our consultation meetings on Wednesday 22nd July 2020, Wednesday 29th July 2020 and today.

Unfortunately, despite these discussions, we have not been able to reach an agreement or your consent to the proposed changes.

Therefore, I can confirm that it is our intention to terminate your existing contract in line with your conditions of employment and offer you re-engagement on the new terms of 37.5 hours a week with a revised salary of £19,734.00 per annum. This represents a permanent change to your terms and conditions of employment.

Accordingly, we will be serving **9 weeks'** notice in line with your current terms and conditions of employment to terminate your contract from 18th August 2020.

Your current employment contract will end on Monday 19th October 2020 and your new contract of employment of 37.5 hours per week will commence Tuesday 20th October 2020. Your length of service will be preserved.

If you wish to appeal against this decision, you should do so, in writing, within 7 days of receipt of this letter to Mrs Jodie Davis – Director of Operations, at 1 City Road, Cardiff, CF24 3TQ stating your grounds for appeal.

Yours Sincerely

[REDACTED]

Paul Bennett

From: Paul Bennett
Sent: 16 January 2021 15:19
To: Paul Bennett
Subject: Contractual changes outcome
Attachments: Full time cost analysis 02.01.2021PB.xlsx

From: Paul Bennett
Sent: 2 January 2021 11:50
To: Jayne Beynon <~~jayneb@castlebinge.co.uk~~>
Subject: Contractual changes outcome

Hi Jayne,

Please find attached cost analysis for the change programme. This is the edited version for the board.

Please note the highlights:

FT wage cost pre change **£101,629.78**

After

£95,149.53 saving of **£6480.25** per week

Contractual hours before **4799** per week now **4493** saving of **306** hrs per week.

Positive financial outcome.

Many Thanks

Paul Bennett
HR & Training Officer
Castle Leisure Ltd
07972325554
01792610118



CASTLE LEISURE LIMITED - WITNESS STATEMENT

NAME : PAUL BENNETT

JOB TITLE: HR AND TRAINING OFFICER

TASK:

The Managing Director proposed that all full-time contracts to be standardised at 37.5 hours to enable the Company to avoid further redundancies and to make ensure sustainability of the business following the material adverse effects of the Corona pandemic on Company profitability and performance.

He identified the group of employees that the reduction applied to by interrogating our HR system and producing a report containing the details of the individuals concerned.

Paul participated in the planning process whereby it was decided to hold a one-to-one meeting at each individual club, to discuss the proposal with everyone concerned. He coordinated and allocated appointment times taking on board varying club closures, In cases where the individuals accepted the change, Paul requested new contracts to be signed which included the revised contracted hours and implementation date.

He was allocated 9 clubs and held communication meetings with all personnel concerned, utilising a standard script, to ensure consistency of approach, that would explain the reasons for the change aiming to seek agreement to the changes.

Paul prepared a spreadsheet whereby the dates of the meetings and outcomes were recorded, which included the signing of the new contracts where agreement was reached. He kept me up to date on progress and the consultation was concluded positively with the objective achieved. Also, Paul ensured that that our HR was updated.

Paul's conduct was, as always, professional, and effective throughout the process, demonstrating empathy with the staff concerned and taking the time to listen to any concerns and adjusting his approach accordingly.

His performance enabled the task objectives to be reached, which was successfully reducing all contracts to 37.5 hours and obtaining signed contracts to that effect, which fully met our change requirements.

Paul was able to communicate the outcome at board level and produced a detailed spreadsheet, outlining the project.

SIGNED: JAYNE BEYNON

Jayne Beynon

JOB TITLE : DIRECTOR OF PEOPLE AND ORGANISATIONAL CHANGE

DATED : 17TH JANUARY 2021