

Qualification: CIPD Diploma in Applied Human Resources

Module Name: Understanding Resourcing and Talent Planning

Contributing to Resourcing and Talent Planning

Word Count: 3487

Student Name: Carys Ratcliffe

Student Number: 2005792

CIPD Membership Number: 5665681X

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:

A handwritten signature in black ink, appearing to be 'CR' or similar initials, enclosed in a rectangular box.

Date: 11th September 2020

CIPD Candidate evidence matrix (EXAMPLE)

(CEM1)

Candidate name: Carys Ratcliffe				CIPD Membership/registration No: 5665681X		
Qualification title: CIPD Diploma in Applied Human Resources				Unique Learner No. (ULN): 2005792		
Unit code	Unit title	Assessment criteria no.	Evidence description	Evidence reference number	Assessor initials	I/V initials if sampled
5ARTP	Contributing to Resourcing and Talent Planning in an Organisation.	1.1, 1.2	Personal Statement for LO1- A calculation to work out our companies' staff turnover rate within a nine-month period.	EV1		
5ARTP	Contributing to Resourcing and Talent Planning in an Organisation.	1.1	Personal Statement for LO1- An extract from the staff handbook detailing staff training within the organisation.	EV2		
5ARTP	Contributing to Resourcing and Talent Planning in an Organisation.	1.1, 1.2	Personal Statement for LO1- Our companies' staff training record.	EV3		
5ARTP	Contributing to Resourcing and Talent Planning in an Organisation.	1.1, 1.2, 1.3	Personal Statement for LO1- A copy of PBE's short-term plan.	EV4		
5ARTP	Contributing to Resourcing and Talent Planning in an Organisation.	1.2	Personal Statement for LO1- A copy of a lorry driver's job description for PBE	EV5		
5ARTP	Contributing to Resourcing and Talent Planning in an Organisation.	1.2	Personal Statement for LO1- A job advert detailing some incentives offered to our lorry drivers.	EV6		
5ARTP	Contributing to Resourcing and Talent Planning in an Organisation.	3.1, 3.2, 3.3, 3.4, 3.5	Personal Statement for LO3- A letter sent to all staff inviting them to a meeting.	EV7		
5ARTP	Contributing to Resourcing and Talent Planning in an Organisation.	3.2, 3.4, 3.5	Personal Statement for LO3- Notes following a meeting with a company director regarding potential contractual changes for staff to reduce expenditure.	EV8		
5ARTP	Contributing to Resourcing and Talent Planning in an Organisation.	3.1, 3.2, 3.3, 3.4, 3.5, 3.6	Personal Statement for LO3- A letter sent to staff asking for volunteers for redundancy and the proposed contractual changes if they wish to remain in the business.	EV9		

5ARTP	Contributing to Resourcing and Talent Planning in an Organisation.	3.3	Personal Statement for LO3- An extract from the staff handbook detailing 'Leaving the Business'	EV10	
5ARTP	Contributing to Resourcing and Talent Planning in an Organisation.	3.1, 3.2, 3.4	Personal Statement for LO3- Email communication between myself and Redkite Solicitors regarding Settlement Agreements	EV11	
5ARTP	Contributing to Resourcing and Talent Planning in an Organisation.	3.3	Personal Statement for LO3- An extract from the Settlement Letter sent to those staff who opted for voluntary redundancy.	EV12	
5ARTP	Contributing to Resourcing and Talent Planning in an Organisation.	3.2, 3.4, 3.5, 3.6	Personal Statement for LO3- Notes following a meeting with the company director discussing how to cover a now vacant job role.	EV13	
5ARTP	Contributing to Resourcing and Talent Planning in an Organisation.	3.1, 3.2, 3.3, 3.4, 3.5, 3.6	Personal Statement for LO3- A Letter to employees containing their revised job descriptions and proposed contractual changes.	EV14	
5ARTP	Contributing to Resourcing and Talent Planning in an Organisation.	3.6	Personal Statement for LO3- An email acceptance of contractual changes and additional job responsibilities.	EV15	
Candidate declaration:					
• I confirm that the work/evidence presented for assessment is my own unaided work. • I have read the assessment regulations and understand that if I am found to have 'copied' from published work without acknowledgement, or from other candidate's work, this may be regarded as plagiarism which is an offence against the assessment regulations and leads to failure in the relevant unit and formal disciplinary action. • I agree to this work being subjected to scrutiny by textual analysis software if required. • I understand that my work may be used for future academic/quality assurance purposes in accordance with the provisions of the Data Protection Act 1998. • I understand that the work/evidence submitted for assessment may not be returned to me and that I have retained a copy for my records. • I understand that until such time as the assessment grade has been ratified through internal and external quality assurance processes it is not final.					
Signature:		Carys Ratcliffe		Date:	01/08/2020

Notes on candidate evidence matrices

Candidates should be encouraged to develop a matrix indicating how their evidence relates to each unit/module and learning outcomes/assessment criteria. This helps advisors and assessors to support candidates to draw links between units and encourage cross-referencing and the possible multi-use of evidence.

Evidence matrices can be developed using the unit/module and learning outcomes/assessment criteria, giving candidates an opportunity to link their evidence to each outcome.

Another approach is to have a more generic form where candidates list evidence and tick relevant boxes to show coverage.

Whatever approach is employed candidates should be encouraged to complete these forms themselves and not expect assessors to do this for them.

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PBE Fuels deliver biomass products to customers across England and Wales. It is compiled of two companies- PBE Fuels and PBESCO. PBE Fuels is a biomass supply company and PBESCO both installs and services biomass boilers. In this assignment, I will be focussing on PBE Fuels.

LO1- Be able to review and evaluate an organisation's approach to talent planning

Taylor and Woodhams define talent planning as 'the activities carried out by a company to consider the specific employees and skills that it will need in the future and to put strategies in place to ensure it can meet these requirements' (Taylor and Woodhams 2016 p57). The focus of this is to provide businesses with a strategy to retain essential capabilities within the organisation and commit to developing the existing workforce ensuring the business can provide its services/products to the expected quality. Without this, businesses would be exposed to risks associated with untapped potential and diminished productivity due to the loss of key employees, essential knowledge and skills (Government of Western Australia).

PBE Fuels employ 10 members of staff with all but one having at least two years' service with us (EV1). We pride ourselves in treating our team like a family- offering constant training and progression opportunities for staff contributing to staff retention.

We can be described as having an informal approach to workforce and talent planning as it is based off both managerial and employee judgement. This is because individuals are encouraged to participate in training for as many job responsibilities as they wish that are relevant to their role; if both time pressures and finances allow. This is a huge benefit when members of staff are on annual leave as staff are able to jump between roles when required. This also allows them to gain experience in certain roles whilst receiving guidance from highly experienced individuals before gaps in the workforce emerge- making future transitions as smooth as possible.

One example of this is at the end of 2019, one of our lorry drivers began shadowing the Transport Manager in order to understand and undertake his job role whilst he was on annual leave for three weeks. This is an example of succession planning- as this individual has expressed an interest in this role and will begin training when the time is right.

On the other hand, there is mandatory training which all employees must complete in order to complete their job safely. Examples of this include HGV training allowing individuals to drive heavy goods vehicles, Manual Handling and Confined Spaces courses which ensure all employees are safe and able to complete their job role. These must be refreshed annually (EV2). We try to encourage and enable all of our employees to perform to the best of their abilities. Constant training means our company possess' a large variety of skills (EV3).

However, this hasn't always been the case- changes within the Managerial and HR Departments, have led to a better understanding of both succession planning and talent planning. Previous to this, the company faced an outdated approach where progression within different departments was discouraged. This had a negative impact on staff morale as individual's felt trapped in their role with no progression opportunities available.

At the moment our industry is going through a change meaning until we get some clarity from the Government it is difficult to plan. Due to the inability to plan due to industry changes PBE define their workplace forecasting as an 'operational workforce planning' style (EV4). Traditionally, this has a shorter forecast horizon of three to twelve months allowing the company to short-term plan whilst waiting for clarity from the Government. This focuses on identifying the skill gaps and immediately identifying the number of people needed to satisfy these gaps and the mechanical process such as recruitment needed to meet industry demands (CIPD 2018)

The company always requires lorry drivers who are experienced and willing to work away from home during the week (EV5). In order to attract potential employees, we have a number of staff

incentives such as company phones, Christmas bonuses and birthday cakes! We also strive to have some of the most modern and attractive lorries available to make the driver's roles as easy as possible hopefully attracting potential future employees (EV6).

Recruiting lorry drivers is highly competitive in the local labour market as the hours are often unsociable with a large amount of lone working meaning companies are always looking for the best ways to recruit and retain employees. All of our lorry drivers were previously driving with other firms in Pembrokeshire; therefore, we have to make our company attractive in order to entice future employees to PBE. We are constantly competing with other lorry firms for employees which is why we offer numerous staff incentives to hopefully prevent the loss of employees to other labour competitors on both a local and national level. According to a recent report by Freight Transport Association (FTA) (October 2019), a huge 64% of transport and storage businesses are experiencing severe skills shortages meaning recruitment and retention of employees is highly competitive.

However, due to COVID-19, there will potentially be a large availability of talent as many people have been made redundant or taken voluntary redundancy due to the current economic situation. Official figures haven't been released yet as we are still in the peak of the outbreak- however the CIPD predict that 1 in 4 employers expect to make permanent redundancies from the Coronavirus crisis (CIPD April 2020).

The extent that PBE participates in organisational planning activities which addresses potential business needs is minimal. Our company has an informal reactive approach to planning meaning we wait for complications or problems to arise before reacting to them. Individual employees are encouraged to participate in training for as many job responsibilities as they wish that are relevant to their job role; if finances and time pressures allow. This enables sicknesses and annual leave for example to be covered easily as individual's have already received training for the job role. This informal short-term method of workforce planning, is potentially going to cause complications for the company as both of PBE's company directors are approaching retirement age. However, there is currently no plan in place for the company when this happens. Additionally, it makes it incredibly difficult for the company to be proactive and forecast for the future of the company.

Reference List

1 in 4 employers expect permanent redundancies from Coronavirus crisis- CIPD 2nd April 2020 (Accessed 5th July 2020)

Employer Resource Talent Management and Succession Planning- Government of Western Australia Department of Training and Workforce Development- Jobs and Skills WA (Accessed 5th July 2020)

HGV driver shortage climbs to 59,000- FTA 14th October 2019 (Accessed 5th July 2020)

Taylor, Stephen and Woodhams, Carol 2016- *Human Resource Management: People and Organisations 2nd edition*. London: Chartered Institute of Personnel and Development (Accessed 5th July 2020)

Workforce Planning Practice Guide - CIPD 2018 (Accessed 5th July 2020)

LO2- Be able to recommend ways to improve an organisation's approach to talent planning

The extent that PBE participates in organisational planning activities which addresses potential business needs is minimal. Our company currently has an informal reactive approach to planning meaning we wait for complications or problems to arise before reacting to them. Therefore, to improve this PBE could implement a more formal and long-term succession plan. This would consider the organisation's long-term plans and forecasts for the future in order to put the correct staff in place to handle the responsibilities of higher-level positions in the future. This would benefit PBE as it would reduce the randomness when it comes to processes and managerial development as it introduces formal steps, actions, policies and procedures to support the process of selecting the correct staff. Additionally, it would ensure that the company doesn't lose high-skilled employees to competitors due to continual training and a clear plan for the future- saving money in the long run. This is because money is spent on correct training for the right employees for the relevant roles in the future.

One of the main aspects which PBE needs to succession plan for is the upcoming retirement of both of the company directors as there is currently no plan in place when this happens. Succession planning for this event will be highly important to ensure that the relevant skilled individual/s are in place to step up when the time is right. To do this PBE could introduce a shadowing period of the company director/s allowing the relevant individual/s time to pass on contacts, business, client insight, processes and tips to smooth over issues before leaving the organisation. Additionally, it allows the successor to develop their leadership skills alongside an experienced individual before stepping up into the position permanently (Investors in People 2019). As good practice states long-term succession planning would be of huge benefit to all companies as it ensures that all necessary training is in place for employees allowing an immediate take over when needed to ensure disruption to the business is minimal (CIPD 2018).

In a 2015 report published by the CIPD 9.4 million people in employment are over the age of 50 in the UK, which is equivalent to over 30% of the workforce (CIPD 2015). This could cause significant delays to organisations. Therefore, it is important to begin these conversations early allowing the organisation sufficient time to plan ensuring a smooth transition. This allows enough time to pass on contacts, business, client insight, processes and tips to smooth over issues before leaving the organisation.

Additionally, recruitment in our field is difficult as employing lorry drivers is highly competitive- therefore a more long-term method of planning than we currently use would allow PBE to be proactive in their employment strategies and employee benefits and therefore get ahead of their competitors (Parker, Personnel Today 2019). We could do this by implementing and improving the support offered to new lorry drivers. Currently, we offer an informal 'buddy' system for the employee's first two weeks. This allows them to gain experience, familiarise themselves with the business and get to know their colleagues. To be more proactive and hopefully make the new employee/s feel more at ease- we could implement an induction timetable which details when the new employee will receive certain aspects of their training. This will also help spread information and training out to prevent them feeling overwhelmed due to a large amount of material being placed on them on the first day.

Currently, PBE has adopted an operational workforce style due to the inability to plan as we are waiting for clarity from the Government. This allows our organisation to short-term plan using a three to twelve month forecast horizon (CIPD 2018).

However, following some clarity from the Government our organisation will be able to look at a long-term forecast horizon. This could include transitioning to strategic workforce planning which focuses on a three to five-year forecast horizon allowing organisations to focus on critical job roles and the skills required to meet their future goals (CIPD 2018). This would ensure that PBE has the

right people, with the right skills at the right time and for the right cost for the business. Additionally, as strategic workforce planning has a long-term forecast horizon compared to operational workforce planning, my organisation would have the ability to prepare and respond to challenges quickly and in a proactive manner and therefore preventing the loss of business.

Reference List

10 tips for successful succession planning- Investors in People 2019 (Accessed 11th September 2020)

Parker, Kate Personnel Today 20th March 2019- *Strategic workforce planning is a necessity, not a 'nice to have'*. (Accessed 18th July 2020)

Policy report 'Avoiding the demographic crunch: Labour supply and the ageing workforce.' CIPD June 2015 (Accessed 18th July 2020)

Succession Planning Factsheets- CIPD 2018 (Accessed 11th September 2020)

Workforce Planning Practice Guide- CIPD 2018 (Accessed 18th July 2020)

LO3- Be able to contribute to people resourcing activities

Currently, the COVID-19 pandemic sweeping the world which spread to the UK in late January 2020 has caused a significant decline in economic activity seriously affecting the UK labour market. This infectious disease has led to a reduction in the demand for goods and services and the ability of businesses to supply products and services causing many businesses to cease operations.

PBE Fuels have continued operations but furloughed 60% of their workforce due to a reduction in demand as a large proportion of their work are hotels, schools and wedding venues. This allowed the company time to plan. In order to survive the current economic climate, the conclusion was reached that we have to reduce the organisation's expenditure. In order to do this, we offered voluntary redundancy or contractual changes to all employees.

We aimed to follow good practice by consulting ACAS' guidance when implementing these decisions. The company both considered and discussed other alternatives to making redundancies such as retraining staff to suit other roles within the company and stopping overtime. This ensured that offering voluntary redundancy was the last resort (CIPD 2018). When making this offer to staff, we aimed to be as transparent as possible by bringing all employees in for a meeting to discuss why the business had to make these decisions (EV7). This took place on 4th June 2020. Situations like this are proven to increase employees' stress levels, decrease morale, job satisfaction and trust so being transparent and open with employees is important to us (Dent, PerkBox 2018). As a company we ensured that voluntary redundancy was offered to the whole workforce to prevent singling anyone out, employees feeling pressured into a decision or any accusations of discrimination (ACAS 2019). One example of this is age discrimination- if we only offered voluntary redundancy to older employees.

To ensure that all employees had a choice and the whole process was fair (ACAS 2020), we offered both voluntary redundancy and contractual changes. Before making any changes, we explained the reason for these changes to all staff during the meeting which took place on June 4th 2020 (Government Digital Service, 2012). Following the meeting, employees had a one to one meeting with the company director which detailed their proposed changes. Before any contractual changes could be made the employee had to agree- we asked them to do this in writing (CIPD 2019). Throughout this process, I ensured that I was transparent and communicate efficiently and clearly with all employees.

Following the staff meeting, I was tasked with constructing and distributing letters informing employees of their proposed new contracts and the size of pay-out they would be entitled to if they opted for voluntary redundancy. In order to have all the information needed to do this, I had a meeting with one of the Directors- we discussed what would be fair for all employees and practical for the business needs in the future (EV8).

Employee's new potential contractual terms were included in this letter (EV9) and the payment they would be entitled to if they opted for voluntary redundancy. I calculated individual's redundancy pay based on their service length, age and weekly pay. To do this, I used the Statutory Redundancy Pay Calculator on the Government website (GOV.UK) and information from the employee's contract. I was informed of this task on June 5th 2020 and began the task immediately as it had to be completed and dispatched to employees by 8th June 2020. Therefore, I didn't have much time to plan/prepare but I ensured that I had all relevant and most recent information to hand. This gave employees time to consider the proposals before providing a response by the 17th June 2020.

I received responses from all employees, with five agreeing to the contractual changes and two opting for voluntary redundancy. Before agreeing to this, we ensured that they were not vital for the long-term viability of the company and that their roles and responsibilities could be undertaken by remaining members of staff. As a company we communicated that these staff would remain on

furlough until their notice period is up- however they must remain available to work. We also agreed with our employees that they are required to take any unused holiday entitlement during this period as stated in our 'Staff Handbook' under Section 56.2 (EV10). After consulting with RedKite Solicitors (EV11), they advised us to consider requiring the staff departing the company to sign a settlement agreement. This waives their right of claiming an unfair dismissal (UCU), this is due to the complex circumstances surrounding their departure (EV12).

It was necessary to meet with the company Director to once again discuss business needs and the future plan of how we could cover the now vacant job roles (EV13). With this information, I worked with employee's line managers to create, review and edit the revised job descriptions and contracts needed to fill these now vacant job roles (EV14). I then approached the relevant individual employees with their proposed new responsibilities to ensure they are willing to accept (EV15).

At all times, when updating both employees' job descriptions and contracts I was mindful of best practice. Therefore, I maintained transparency with employees and answered any questions posed to the best of my ability. I ensured that the employees knew which contract sections I had revised. I did this by highlighting the amended information in yellow. I kept the language and jargon used as simple but specific as possible whilst retaining the essential legal content. I also ensured that the date of continuous employment was carried onto the new contract and the date of this employment commenced once employees had signed and agreed to the new terms.

I believe I completed this task in a timely and effective manner as all letters were dispatched to employees on time allowing them to consider the information proposed to them. The overall exercise was effective and produced the desired outcomes for the business as it has reduced expenditure and the wage bill. However, this was a tough exercise to undertake as we value our workforce and treat them as family.

Reference List

Avoid compulsory redundancies- ACAS 2019 (Accessed 10th September 2020)

Calculate your employee's statutory redundancy- GOV.UK (Accessed 26th June 2020)

Changing an employment contract- Government Digital Service 2012 (Accessed 10th September 2020)

Contracts of Employment, Factsheet CIPD- CIPD 2019 (Accessed 10th September 2020)

Dent, Rowan PerKBox 2018- The ultimate guide to voluntary redundancy (Accessed 28th June 2020)

Redundancy- ACAS 2020 (Accessed 28th June 2020)

Redundancy Factsheets- CIPD 2018 (Accessed 28th June 2020)

Redundancy: your rights- GOV.UK 2012 (Accessed 28th June 2020)

Voluntary redundancy and Unfair dismissal- UCU (Accessed 28th June 2020)

Bibliography

10 tips for successful succession planning- Investors in People 2019 (Accessed 11th September 2020)

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Dent, Rowan PerkBox 2018- *The ultimate guide to voluntary redundancy* (Accessed 28th June 2020)

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Parker, Kate Personnel Today 20th March 2019- *Strategic workforce planning is a necessity, not a 'nice to have'*. (Accessed 18th July 2020)

PBE Staff Handbook 22nd May 2019

Policy report 'Avoiding the demographic crunch: Labour supply and the ageing workforce.' CIPD June 2015 (Accessed 18th July 2020)

Redundancy- ACAS 2020 (Accessed 28th June 2020)

Redundancy Factsheets- CIPD 2018 (Accessed 28th June 2020)

Redundancy: your rights- GOV.UK 2012 (Accessed 28th June 2020)

Taylor, Stephen and Woodhams, Carol 2016- *Human Resource Management: People and Organisations 2nd edition*. London: Chartered Institute of Personnel and Development (Accessed 5th July 2020)

Voluntary redundancy and Unfair dismissal- UCU (Accessed 28th June 2020)

Workforce Planning Practice Guide- CIPD 2018 (Accessed 5th July 2020)

EV1- STAFF TURNOVER RATE

For 2020 so far (including the two voluntary redundancies made because of the COVID pandemic)-

Leavers during a nine-month period (3)

x100 = 30%

Average number of employees (10)

EV2- STAFF HANDBOOK- TRAINING

Safety training is regarded as an indispensable ingredient of an effective health and safety program. It is essential that every worker in the organisation is trained to perform his or her job effectively and safely. It is the opinion of the management of PBE Ltd that if a job is not done safely then it is not done effectively.

All workers will be trained in safe working practices and procedures prior to being allocated any new role. Training will include advice on the use and maintenance of personal protective equipment appropriate to the task concerned and the formulation of emergency contingency plans.

EV3- STAFF TRAINING RECORD

Job Title	Confined Spaces Issue Date & Expiry	Asbestos Issue Date & Expiry	Manual Handling Issue Date & Expiry	Telehandler Issue Date & Expiry	First Aid Issue Date & Expiry	Fire Marshal Issue Date	Risk Assessment Issue Date	Bulk Solids Issue Date & Expiry	Any other Issue Date & Expiry	Any other Issue Date & Expiry
Transport Manager	21.10.19 23.10.20	N/A	22.10.19 23.10.20	29.03.18 29.03.21	12.06.17 12.06.20		23.10.19			
Director		06.01.19 06.01.21		13.06.19 13.06.24	29.06.17 29.06.20					ETA boiler training
Sales & Marketing	N/A			N/A	27.04.17 27.04.20					
Engineer	23.05.19 23.05.22	06.01.19 06.01.21	28.01.20 28.01.21	29.03.18 29.03.21	29.06.17 29.06.20					Ladder 07.06.19
Engineer		07.01.19 07.01.21	30.01.20 30.01.21	14.06.19 14.06.24	29.06.17 29.06.20				ETA boiler training	ETA boiler training
LGV Driver	14.08.20 17.06.23	N/A		29.03.18 29.03.21						
Yard Manager/HSE		02.07.19	28.01.20 28.01.21	02.02.18 02.02.23	20.08.18 20.08.21		03.07.19	16.07.18 26.07.21	Nebosh 03.07.19	
Senior Heating Eng.	23.05.19 23.05.22	08.01.19 08.01.21	28.01.20 28.01.21	N/A					CSCS 31.10.21	ETA boiler training Ladder 07.06.19
LGV Driver		N/A		13.06.19 13.06.24						
LGV Driver	09.10.19 09.10.21	N/A		14.06.19 14.06.24		08.10.20				
LGV Driver	25.08.20 25.06.23	N/A								

EV4- A COPY OF PBE'S SHORT-TERM PLAN

Recruitment -Rewrite and update job descriptions -Need two new lorry drivers to meet winter demand -Post job vacancies on Facebook, Twitter and Indeed	Employee Relations -Rewrite and update drivers handbook to ensure they are relevant and include COVID guidelines -Ensure when orders are taken customers are aware of COVID guidelines
Performance -Ensure all staff are fully trained for their new job responsibilities following the departure of individuals -Conduct reviews to ensure these are being conducted to a high standard -Inspection due so ensure everyone is aware/refresh staff knowledge if needed -Christmas bonuses?	Development -Despite COVID ensure all training is maintained and up to date -Find alternative methods to conduct essential training such as Zoom etc - Organise Bulk Handling training via Microsoft Teams
Hazards -COVID -Staff requiring isolation -Loss of staff -Other businesses being forced to close causing financial pressures -Being unable to meet consumer demand due to breakdowns etc	Company goals- -Survive the COVID pandemic and continue to supply customers throughout -Reduce expenditure -Continue growth

EV5- A COPY OF A LORRY DRIVER'S JOB DESCRIPTION FOR PBE

PBE Fuels drivers are the face of the company and are expected at all times:

- To be well turned out, in a clean, serviceable uniform.
- To assist the customer in the delivery of the load in any way, provided it does not conflict with health and safety provisions or the law. Any unusual requests should be reported to the PBE Fuels office immediately by phone.
- To develop personal friendly relationships with customers wherever possible.
- To appreciate that when delivering a load the prosperity of the company lies in the drivers' hands. Breakdowns and delays must be reported immediately.
- To ensure that the vehicle presents the right company image and is mechanically fit by :
- Ensuring that the vehicle is clean inside and out.
- Reporting any paint or accidental damage to the Depot or Transport Manager whenever it occurs or the driver notices it.
- Carry out all Vehocheck.
- Reporting any defect to the Transport Manager.
- To drive the vehicle in the correct and courteous manner, at a speed within the legal limits, suited to traffic and prevailing weather conditions and following the Highway Code.
- Contact with the media is only authorised through the Company Director

EV6- A JOB ADVERT SHOWING LORRY DRIVERS INCENTIVES

HGV DRIVER WANTED



JOIN THE PBE TEAM!
FULL TIME POSITION
MONDAY - FRIDAY
NIGHTS OUT REQUIRED
EXCELLENT RATES OF PAY!
CONTACT GERWYN ON 01437 761320
OR SEND CV TO INFO@PBE.ORG.UK

PBE Fuels
making biomass work

EV7- INVITE TO MEETING

28 May 2020

Strictly Private and Confidential

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Dear [REDACTED]

BUSINESS UPDATE

I am writing in regard to the current COVID-19 pandemic and further to the action we have already taken in terms of placing staff on a period of furlough and reducing outgoings to protect the business. As you may be aware, the Coronavirus Job Retention Scheme was recently extended in its current form, paying 80% of payroll costs whilst an employee is deemed to be furloughed until August. The scheme will then partially support employees until the end of October - however we are unclear of the rules for this and await further guidance from the Government.

Along with our short-term plan of placing employees on a period of furlough to assist the business during this unprecedented time we have also have to consider measures to protect the longevity of the business. Unfortunately, part of these measures are to consider changes to job roles and contracts and to consider voluntary redundancies throughout the workforce. This is not a decision that we have taken lightly and I hope you will understand our reasons for considering these options.

On this basis, I would like to invite you to attend a meeting on Thursday 4th June at New House Farm at 10am whereby it is our intention to discuss this proposal with everyone in more detail. We will of course ensure that there are social distance measures in place in terms of conducting this meeting.

We hope that the process will be productive and ultimately provide a solid basis for the Company to move forward. However, please note that a decision has not yet been made in terms of the specifics of the proposals.

We appreciate how this news must have affected you personally. If you have any questions in the meantime, please do not hesitate to contact us.

Yours sincerely

EV8- POTENTIAL CONTRACTUAL CHANGES

- All drivers' contracts to be decreased by 12.5% to take into account an expected reduction of summer hours.
- Two office employees to be decreased from 40-hour contracts to two 16-hour positions due to a decrease in responsibilities.
- The remaining two office employees also faced a proposed 12.5% decrease in contracted hours due to reduced office hours.

EV9- VOLUNTEERS FOR REDUNDANCY/ CONTRACTUAL VARIATION

Date: 9 June 2020

Strictly Private and Confidential

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Dear [REDACTED]

VOLUNTEERS FOR REDUNDANCY

I am writing further to the recent staff meeting held with all staff and the individual 1:1 meeting we had with you. During this meeting we explained the impact COVID-19 has had on the company. We have had to use the furlough scheme and will continue to do so as much as we can.

Over the coming months we are likely to remain quiet with fuel deliveries as this is common for us over the summer months anyway but whilst ordinarily work can be made up with shows and clean outs or PBESCO work, shows have been cancelled, we are unable to do clean outs and PBESCO installs have been either cancelled or postponed. We are therefore having to make significant changes to how we operate as a business in the hope that we can survive this period. We need to cut costs where we can and try to protect our cash flow to see us through the next 6- 12 months.

We are planning to take advantage of the Governments Furlough scheme as long as possible, and luckily for us, it is continuing somewhat until the end of October, when hopefully we will see an increase in pellet sales due to domestic customers. Unfortunately, we still need to plan that sales will be down at least 30% over this heating system.

We appreciate everything you have all done for this company, and realise this is a worrying time for everyone, not just businesses. However, in a bid to protect the long-term longevity of the company, we are considering two options in particular, with a view to avoid the need to make compulsory redundancies if at all possible.

Option 1 - Voluntary Redundancy

The first option is to provide all employees with the ability to take voluntary redundancy.

So that you have all information to be able to consider your options fully, I can confirm that your redundancy entitlement would be as follows:

- £1,614 as a redundancy payment which is your statutory redundancy entitlement and this could be paid to you gross, without any deductions;
- You will have no annual leave left as you have received this in your furlough payments.

Due to the current Coronavirus Job Retention Scheme, in taking voluntary redundancy you could remain employed by the business up to 31 July 2020, on furlough, and this would then constitute your notice period.

It is not envisaged that you would be needed to carry out any work during any period of furlough. Naturally if during your notice period we required you to attend work then you may be required to return to work during your notice period but our current proposal is that you could remain on furlough for the duration up to 31 July 2020.

During this furlough period, you would be paid your full rate of pay for the duration of your contractual notice period of 2 weeks. The remaining furlough period would be paid at the 80% rate as communicated previously.

During furlough you are able to accept employment elsewhere, provided it is not in breach of your contractual obligations, which is ordinarily prevents you from working for any of our competitors.

To apply for voluntary redundancy, please contact [REDACTED] by 9am on Wednesday 16th June.

All applications received will be considered. However, the company reserves the right to reject applications on the basis of business needs. We will inform staff whether they have been accepted for voluntary redundancy during the week commencing 22nd June and hope to then confirm whether compulsory redundancies are required.

Option 2 – Contractual Variation

The second option available to us is to make changes to staff working hours at this time. We would hope that these changes would not need to be permanent changes but with circumstances being uncertain, we are unable to give a definitive end to these changes and therefore are asking staff to agree to the changes proposed below.

We will do our best to be able to accommodate all staff in this way and we appreciate that some of these changes will negatively affect staff, but we feel that with current circumstances we are left with very few options and this is being done in a bid to avoid having to make any compulsory redundancies.

As discussed in our 1:1 with you, the proposed changes to your job role would be as follows:

- Due to a 90% reduction in chip sales, when furlough ends there will only be a 16-hour contract available on the yard. We hope this will increase again eventually however due to the planned shut-down in Bluestone at the end of 2020 and beginning on 2021- this may be delayed for a prolonged period of time.

- It is probable that summer hours will need to be reduced.

It is proposed that contract changes would come into force from August 1st 2020 but we would continue to make use of the furlough scheme until you are required.

As there are no other changes to your Contract of Employment, your existing Contract of Employment will remain in force but it will be varied as set out in this letter. All other terms of your Contract of Employment remain the same and in effect.

If you agree to the changes, please indicate your acceptance by signing and returning the attached copy of this letter to [REDACTED]

If you are not happy to agree to the changes, we will consult with any individual employees who have concerns. Please let us know by Wednesday 16th June whether you are in agreement with these changes and if not, we will arrange a consultation meeting to discuss in more detail.

We look forward to hearing from you.

We appreciate how this news must have affected you personally and therefore if you have any questions at all, please do not hesitate to contact us.

Yours sincerely,

[REDACTED]

PBE Fuels Ltd

EV10- LEAVING THE BUSINESS

SECTION K: LEAVING THE BUSINESS

56.2 We may at our absolute discretion require you not to perform certain duties during your notice period. You may also be required to serve your notice at home but at all times remain available to work. We may require you to take any unused holiday entitlement during your notice period.

EV11- EMAIL COMMUNICATION WITH REDKITE REGARDING SETTLEMENT AGREEMENTS

RE: Redundancy information Ref Red Kite Law LLP:MA:PBE00001/001



Carys Lodwick <Carys.Lodwick@redkitelaw.co.uk>
To: [REDACTED]

Reply Reply All Forward ...

Thu 25/06/2020 17:46

You replied to this message on 26/06/2020 08:59.

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Action items

+ Get more add-ins

[REDACTED]

Yes it is just a matter of sending him a copy of the Agreement now and asking him to seek legal advice on it. I have given him until 6th July to return the signed version because ACAS guidance states that 10 days' should be given. I have a feeling he may be the type of individual to check this so if we give him 10 days I think that is then more than reasonable.

I would perhaps send him something as set out below but please feel free to change it slightly if you need to Emma:

Without Prejudice and Subject to Contract

[REDACTED]

Thank you for coming back to me on it. That's no problem at all. As I mentioned previously, we have to ask you to sign a Settlement Agreement in these types of circumstances which confirms the arrangements and all of the payments. To be legally binding you have to have taken it to a solicitor to advise you on and the Agreement includes confirmation that we will pay towards the costs of you obtaining that.

I attach a draft copy of the Settlement Agreement. Can you please make an appointment with a solicitor to advise you on the terms and obtain sign off of the Agreement.

If we could please have the signed copy back by 6 July 2020 we would be grateful.

Thanks

EV12- SETTLEMENT AGREEMENT

WITHOUT PREJUDICE AND SUBJECT TO CONTRACT

(1) PBE Fuels Ltd

(2) [REDACTED]

SETTLEMENT AGREEMENT

**THIS AGREEMENT is made
BETWEEN**

1. PBE Fuels Ltd incorporated and registered in England and Wales with company number 06390583 whose registered office is at New House Farm, Canaston Bridge, Narberth, Pembrokeshire, SA67 8DE (the Employer); and
2. [REDACTED]
[REDACTED] (the Employee).

2. Basis of Agreement

1. The parties have entered into this Agreement to record and implement the terms on which they have agreed to settle all outstanding claims which the Employee has or may have against the Employer or its respective officers, directors, partners or employees arising out of or in connection with or as a consequence of his employment and/or its termination. The terms set out in this Agreement constitute the entire Agreement between the parties and are without admission of liability on the part of the Employer.

3. Termination Date

1. The Employee's employment with the Employer will terminate on the Termination Date. The Employee has served the period of notice to which he is entitled between 19 June 2020 and 31 July 2020 whilst remaining on a period of furlough leave under the Coronavirus Job Retention Scheme. The Employee will be paid his full rate of pay between these dates, as opposed to the reduced furlough rate of pay. At the Termination Date, the Employee will have completed the period of notice to

which he you entitled under his Contract of Employment. The Employer will have paid the Employee's salary and benefits for that period. The parties accordingly believe that the Employee's Post-Employment Notice Period and Post-Employment Notice Pay are nil.

4. Remuneration to Termination Date

1. The Employee has been or will be paid his normal salary together with 5.5 days accrued but untaken holiday entitlement (less PAYE deductions) and provided with all benefits for the period up to and including the Termination Date.
2. The Employer will deduct from the final salary payment any outstanding sums due from the Employee to the Employer.
3. The Employer will reimburse the Employee for his final expenses incurred up to the Termination Date subject to receipt of satisfactory evidence of expenditure in accordance with the Employer's current expenses policy.

5. Termination payment

1. Within 28 days of the later of this Agreement becoming binding in accordance with Clause 19 and the Termination Date the Employer will pay the Employee without admission of liability a Termination Payment of £3,228 as compensation for loss of employment without any PAYE deductions ("the Termination Payment") to include your entitlement to a statutory redundancy payment.

EV13- COVERING NOW VACANT JOB ROLES

Covering DR's Vacant Job Role (Reviewed 24.01.20)

Staff member's initials have been placed by the now vacant job roles in order to ensure all tasks are still being completed.

Enplus – Audits, submissions, compliance (RL)

BSL – Approvals, submissions, compliance (RL&ER)

Customer complaint handling – Communication, resolution (IS&GD)

Contract management – Data submission, general communication, contract reviewing, meetings (IS&ER)

Stock management – (To be reviewed in next couple of weeks once Mandata settled in)

- Roundwood / woodchip
- Stock receipt
- Stock reconciliation
- Invoice reconciliation
- Stock adjustments (chipping/drying)

Overseeing general operation (PR, ER & GD)

- Monitoring order processing
- Monitoring stock processing (receipts & through vehicles/depots)
- Error rectification (Stock processing/ invoices/ accounts)
- Liaise on transport issue
- Advise on schedule adjustments
- Customer account management
- Credit note processing

PBESCO Boilers (RH)

- Process incoming service requests/boiler faults
- Manage pending service requests

- Quotations
- Stock ordering
- Stock reconciliation
- Working with 3rd party service suppliers
- Coordinating service requests with engineers (scheduling)
- Engineer invoice reconciliation
- Updating customer service data
- Boiler monitoring
- Servicing monitoring
- Warranty processing
- Boiler service agreements
- Customer MeinETA setup / sharing

Invoicing – Installation, service & maintenance, service contracts, remedial works, energy supply, intercompany stock movements, account credits (IS&ER)

Office support (IS&ER)

- General enquiries
- New account setup
- Order processing
- Payment processing
- Emailing customer (general / delivery checklists / etc)

EV14- REVISED JOB DESCRIPTIONS

Date: 26 June 2020

Private and Confidential

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Dear [REDACTED]

Proposed Changes to your Contract of Employment

I am writing to confirm the changes to your Contract of Employment that we proposed to you during our meeting on 4th June 2020.

As you are aware, due to the Covid-19 pandemic, we have had no other option than to consider redundancies for which you were notified to be at risk of. During the consultation period a reduction in your working hours was proposed as an alternative to redundancy. As you are aware, your current Contract of Employment dated 1st May 2018 provides for full-time 48 working hours worked over five days per week, Monday to Friday 08:00- 18:00.

The Company wishes to proceed with this proposal and we have set out the below variations to your Contract of Employment which will be due to take effect on 1 November 2020.

Current Contractual Terms	New Contractual Terms
Working hours: 5 days a week, Monday – Friday 08:00-18:00	Working hours: 16 hours a week, Monday – Friday 8:00-18:00
Pay: £30,000 per annum	Pay: £9,984 per annum
Holiday entitlement: 28 days	Holiday entitlement: 28 days

In the meantime, the Company wishes to utilise the flexible furlough scheme whereby you may be required to work. Accordingly, the days/ hours that you work will be paid by us in full and for your remaining contractual hours that you do not work, we are able to access the government scheme to be able to pay you at a rate of 80% for the months of July and August. In the month of September and October the government contributions will decrease to 70% and 60% retrospectively, and we will top-up these contributions so that you continue to receive at least 80% salary for the hours you have not worked.

Whilst we are able to agree to the new contractual terms at present, the Company reserves the right to vary the terms should we be required to in accordance with business' needs.

The remaining terms of your Contract of Employment remain the same and in effect.

If you agree to these changes, please indicate your acceptance by signing and returning the attached copy of this letter to Carys Ratcliffe by 6th July 2020. The changes shall be immediately effective from the date of your signature. You should then keep your signed copy of this letter safe together with your Contract, which shall be amended by this letter.

If you have any questions with regard to the above, please contact Carys Ratcliffe.

I agree that my Contract shall be varied by the revised terms set out in this letter with immediate effect and acknowledge that I have received this statement of changes to the particulars of my employment as required by the Employment Rights Act 1996 Section 4.

Signed:

Employee Name:

Date:

EV15- EMPLOYEE ACCEPTANCE OF NEW JOB DESCRIPTION/RESPONSIBILITIES

Contractual change

[Redacted]

[Reply](#) [Reply All](#) [Forward](#) [...](#)

Fri 19/06/2020 17:34

 3436912 Letter seeking agreement to change - RL.doc
92 KB

Hi [Redacted], thank you for accepting the proposed changes to your contract. Attached is a letter detailing the proposal for you to sign and agree.

[Redacted]

New House Farm
Canaston Bridge
Narberth
Pembrokeshire
SA67 8DE