

# **Disciplinary**

Global Renewables Lancashire Operations Limited's (GRLOL) recognises that despite best efforts at developing a culture of mutual respect, and the provision of training and development, there will be occasions when an employee's conduct may fall short of the required standard. Where this occurs, it is necessary to have a way of re-establishing boundaries of appropriate conduct.

It is the responsibility of managers with whom their remit covers to ensure that they act in accordance with this policy at all times.

It is important to carry out necessary investigations of potential disciplinary matters without unreasonable delay to establish the facts of the case. In matters relating to misconduct cases, Supervisors and Managers who are not directly involved in the disciplinary hearing should carry out the investigation and disciplinary cases.

If there is an investigatory meeting this should not by itself result in any disciplinary action. During any suspension or investigation, the employee concerned with the disciplinary process can ask for additional person/s to be interviewed if relevant to the actual allegation/s.

All matters relating to the investigation and any subsequent hearings shall be kept confidential.

Where it is deemed necessary to suspend an employee pending further investigation or pending a disciplinary hearing the period of time should be kept under review and it should be made clear that this suspension is not considered a part of the disciplinary action.

Suspension shall only be applied in cases where the alleged offence is inconsistent with continuance of work. Clear examples are, being under the influence of drink/drugs on duty or reporting for duty; and violent behaviour, serious breach of H&S but suspension must depend on the particular circumstances of each case.

The Company operates the right to suspend an employee either with or without pay.

Each case shall be dealt with on individual merit and all the facts relevant to the case shall be taken into account. The aim of management shall be to reach decisions, which are consistent, making allowances where necessary according to individual circumstances.

Equally all individuals concerned with the case shall ensure that all matters are kept confidential and where there is evidence that this isn't the case, GRLOL shall consider taking disciplinary action.

The formal action taken against an employee can vary according to the nature of the offence, and may take the form of:

- Written Warnings
- Transfer and/or demotion accompanied by a Written Warning
- Dismissal
- Summary dismissal (Dismissal without Notice)

The employee shall have the right to be accompanied by the appropriate employee representative or Trade Union Officer.

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The employee shall be advised following the notification of the decision of their right of appeal which shall be lodged in writing to the next level of authority within 7 days (including weekends therefore 5 working days).

There is only one stage of appeal and that decision shall be final.

Please refer to the procedure for more information: <u>SOP-TL-HR-000-6010 Discipline</u>

**Global Renewables Lancashire Operations Ltd** 

**Business Operating Management System (BOMS)** 

**Standard Operating Procedure** 

**GRIEVANCE** 

SOP-TL-HR-000-6006

**LEVEL 3** 



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# 1. REVISION STATUS

Issue No	Date	Revision Description	Prepared By	Approved
1		Initial Revision	T Robinson	
2	8/8/2012	Second Revision	HR Dept	
3	12/11/2013	Transfer of data to new SOP format	Jill Bryce	T.WHITTAKER
4	07/11/2016	Amended	T. Whittaker	T. WHITTAKER

# 2. Introduction

This document (Standard Operating Procedure) details the process to be undertaken to perform the tasks required to complete in order to resolve work grievances of both an individual and collective nature.

# 3. Purpose & Scope

This standard operating procedure provides a framework in which employees can raise issues of concern to their manager through a formal method of communication. It also provides a mechanism by which disputes can be resolved and aired.

It is the responsibility of managers with whom their remit covers to ensure that they act in accordance with this policy at all times.

The ACAS code of practice defines a grievance as a 'concern, problem or complaint that an employee raises with his/her employer'.

Wherever possible an employee should aim to settle their grievance informally with their line manager. Only if the matter cannot be settled informally should the employee resort to following the formal grievance procedure.

The Grievance Procedure excludes any matters which may be considered under an alternative policy, such as:

- action taken under the disciplinary (other than suspension), capability or sickness absence procedures;
- appeals arising from selection for redundancy;
- complaints of harassment including bullying;
- appeals arising from the non-confirmation of appointment during or following a probationary period.

If a grievance concerns the person to whom the complaint would normally be addressed (i.e. the employee's line manager), then the employee may direct the grievance to another manager.

A grievance about action taken by a manager other than the employee's immediate line manager or senior line manager (for example, a concern arising from the actions of a manager in another service area) must be directed to the appropriate manager who will make appropriate arrangements for the grievance to be resolved.

An employee with a grievance under this procedure is entitled to be accompanied by a fellow worker, trade union representative or an official employed by a trade union at any meeting arranged to hear the grievance.

# 4. Process

- The employee must set out the nature of the grievance in writing and without unreasonable delay following the relevant event/action which has led to the grievance and send the statement to his/her line manager.
- Upon receipt of the written statement of grievance, the manager must write to the employee inviting him/her to attend a meeting to discuss the grievance. This meeting will normally be held within 14 days. Where it is not possible to arrange the grievance meeting within this timescale the employee will be notified of the reasons for the delay.
- At the meeting the employee and/or representative should be allowed to explain their grievance and how they think it should be resolved. If necessary, the manager hearing the grievance may adjourn the meeting to allow for further relevant information to be obtained.
- After the meeting the manager will inform the employee (in writing) of his/her decision, normally within 7 days and, where appropriate, will set out what action he/she intends to take to resolve the grievance. The employee should be informed of their right of appeal against the decision. Where it is not possible for the grievance decision letter to be sent within this timescale the employee will be notified of the reasons for the delay.
- If the employee wishes to appeal against the decision he/she must submit in writing, within 7 days of the date of the formal notification of the decision and set out the grounds of appeal.
- The employee will be written to without unreasonable delay following receipt of the written statement of appeal inviting him/her to an appeal meeting with the next appropriate level of management (as detailed in the outcome letter). The appeal meeting will normally be held within 28 days. Where it is not possible to arrange the appeal meeting within this timescale the employee will be notified of the reasons for the delay.
- At an appeal meeting the employee and/or representative will be given the opportunity to present their appeal.
- After the appeal meeting, the manager hearing the appeal will inform the employee (in writing) of his/her final decision, normally within 7 days. Where it is not possible for the appeal decision letter to be sent within this timescale the employee will be notified of the reasons for the delay.

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## **OVERLAPPING ISSUES**

Where an employee raises a grievance related to a matter being dealt with under another policy that incorporates a right of appeal (for example, during a disciplinary process), the issue(s) will normally be considered within that process so far as is appropriate.

### **COLLECTIVE GRIEVANCES**

This procedure may by agreement of the parties concerned, be used where more than one individual has the same or related grievance.

### **TERMINATION OF EMPLOYMENT**

Every effort must be made to deal with grievances submitted by employees before their employment with the Company ends. If it is not possible to conclude the process before the employee leaves their employment, the Company may in its absolute discretion complete its investigation into the grievance and provide the former employee with a written response.

Grievances will not be considered if they are received after employment has ended.

The grievance procedure does not form part of your terms and conditions but you are required to familiarise yourself with this policy and this is for guidance only.

Note: Where an employee takes forward a formal grievance relating to recruitment and selection or another equality related matter (excluding harassment and bullying) the normal arrangements as set out in the Grievance Procedure above will apply. However, the manager hearing the grievance may, at any stage, commission an investigation report. Such a report may assist in resolving more complex cases requiring the detailed consideration of available evidence.

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**Global Renewables Lancashire Operations Ltd** 

**Business Operating Management System (BOMS)** 

**Standard Operating Procedure** 

**C**APABILITY

SOP-TL-HR-000-6012

**LEVEL 3** 



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# 1. REVISION STATUS

Issue No	Date	Revision Description	Prepared By	Approved
1		Initial Revision	T Robinson	T. WHITTAKER
2	14/11/2013	Transfer of data to new SOP format	Jill Bryce	T. WHITTAKER
3	07/11/2016	Amended	T. Whittaker	T. WHITTAKER

# 2. Introduction

This document (Standard Operating Procedure) details the process to be undertaken to perform the tasks required to complete.

# 3. Purpose & Scope

The objective of this procedure is to identify and manage the poor performance of employees, the possible reasons attributed to the poor performance, and where possible identify successful improvements.

The purpose of this procedure is to manage employees who are not performing to the required standard.

Matters of capability to perform due to illness are not covered in this procedure. These can be located in the Absence Procedure.

# 4. PROCEDURE

### **Definitions**

**GRLOL:** Global Renewables Lancashire Operations Limited

Capability: an employee's ability or qualification to do their job and can fall into one of the following:-

- Qualifications: defined as 'any degree, diploma or other academic, technical or professional qualification relevant to the position held by the employee.
- **Incompetence or Performance:** occurs where, an employee is incapable of delivering work to the required standard. There may be various reasons as to why this is the case.
- Illness: where an employee's illness makes it impossible for them to perform their duties.

GRLOL recognise that employees may from time to time experience some performance issues. The procedure outlined below is designed to bring those issues to the attention of the employee and to provide a framework in which the employee is afforded the opportunity to improve their performance with the help and support of GRLOL.

Employees should be aware that in certain circumstances it may be the case that despite best efforts on the part of both GRLOL and the employee, the employee is incapable of achieving the standard required. In such cases GRLOL may have to, as part of its considerations, take the decision to terminate the employee's contract of employment. A decision to terminate will not be taken until the below process has been completed and the employee has been afforded reasonable opportunity and support to improve.

Employees may have demonstrated they were competent at the time of recruitment but may not continue to demonstrate this proficiency throughout the employment period. This may be as a result of any or all of the following:-

- Lack of desire to do so;
- Lack of motivation;
- Changes to current operating practices;
- Understanding;
- Illness.

And, the above can manifest themselves in any of the following ways:-

- Accidents;
- Errors:
- Lack of speed;
- · Changes to behaviour;
- Illness.

The above are indicators of when an employee is not performing and will prompt further investigation. The above is a non-exhaustive list and GRLOL are entitled to investigate any instances of suspected under performance regardless of the manner in which this manifests itself.

Although GRLOL operate an appraisal scheme, issues relating to performance should be dealt with immediately and it is not appropriate to wait until the next appraisal. Accordingly the following process should commence as soon as possible following the identification of performance issues.

#### **Procedure**

There shall be 4 stages to the capability procedure and these are:-

- Counselling
- 1st Review ~ Stage 1
  2nd Review ~ Stage 2
  3rd Review ~ Dismissal
  Appeal ~ Final Stage

## Counselling

At this stage all the relevant facts will be gathered. These could be any of the following:-

- Individual performance sheets detailing performance issues
- Accident statistics and investigations
- Minutes from previous meetings
- Observation of activity or behaviour
- Any other factor GRLOL deems to be relevant

When an issue needs to be addressed with the employee, GRLOL shall write to the employee and schedule a meeting to discuss the matter in further detail.

In addition to the employee, present at the meeting shall be the manager responsible for the employee or, where this is not possible, a suitably senior member of staff.

The employee shall be allowed to be accompanied at all stages by an employee representative.

The first meeting shall be known as a counselling interview and the purpose of this meeting shall be to:-

- Establish what the reasons are for the employee's poor performance;
- Agree the required level of sustained improvement over the period agreed;
- Identify the required standard of performance going forward;
- Consider possible restrictions to progress e.g. illness;
- Agree timescales for improvement;
- Identify any training or retraining that may be required;
- Seek to agree appropriate monitoring activities (monitoring activities being the means by which GRLOL will assess the progress of the employee);
- To discuss the process going forward;
- Discuss the possible outcomes of the progress including potential sanctions up to and including dismissal;
- Set the date of the next review meeting:
- The timescales for review and improvement shall be for no more than 4 weeks unless there are exceptional circumstances
- Discuss the agreed outcome from the meeting;
- Following the meeting GRLOL will write to the employee to confirm the outcome of this stage of the process, including any actions. An employee will be provided with the opportunity to appeal the outcome.
- The employee shall be notified that should there be no improvement this could result in further action, in line with the policy and potentially dismissal.

#### 1st Review ~ Stage 1

This shall be the next meeting following a counselling session, if there has been insufficient improvement.

This meeting shall be to:-

- Discuss the progress since the counselling session;
- If there is no improvement the parties will again discuss the required standard of performance and any further assistance which the employee may require;

- Discuss the possible sanctions for failure to improve,
- Parties will discuss and agree that there must be a sustained improvement over the period agreed and the level of that improvement and what that period will be;
- Agree appropriate monitoring activities;
- Set the date of the next review meeting;
- Timescales for improvements at this stage will usually be no longer than 2 weeks;
- Advise there is another two stages of review but that if in the agreed timescales there has been no improvement the decision could be to ultimately dismiss;
- Write to the employee detailing the outcome of the process including likely consequences for no improvement.

If the employee has made satisfactory improvement and this has been sustained over the period agreed, then no further action shall take place although a record of the relevant documentation will be maintained on the employee's personnel file and may be referred to if there is any further deterioration in performance. Information shall be recorded on the personal file.

If the employee has not made satisfactory improvement regular reviews will take place over the agreed period and if at any time during that period the employee does not show a marked and sustained improvement, it may well result in movement to Stage 2; again after which, if satisfactory improvement is agreed, the warning shall lapse.

### 2nd Review ~ Stage 2

In the event there has been little if any improvement or the progress has not been sustained then a 2<sup>nd</sup> stage review meeting shall take place.

### At this meeting:

- The short fall in the employee's performance shall be discussed along with any reasons they may have for their failure to improve;
- Same procedure as Stage 1, again with timescales of usually no longer than 2 weeks;
- The employee will be made aware of their right to appeal and also the process which is to the next level of management in writing detailing their reasons for appeal;
- Following the meeting GRLOL will write to the employee detailing the outcome of the meeting, including any actions and review periods and information regarding their right to appeal.
- Information shall be recorded on the personal file and may be taken into consideration for up to the duration of a stage 2.

Regular reviews will take place over the agreed period and if at any time during that period the employee does not show a marked and sustained improvement, it may well result in movement to Stage 3; after which, if satisfactory improvement is agreed, the warning shall lapse.

It is possible that if there has been no improvement shown, consideration shall be given to whether any improvement is likely. If on the balance of reasonableness it is unlikely that improvements will not take place consideration will be taken to whether a stage 3 review is required. At this stage dismissal may be considered.

#### 3rd Review ~ Stage 3

Discussions as above.

In the event GRLOL does not consider satisfactory the reasons given by the employee for failure to improve then they will most likely be dismissed;

# Appeal ~ Stage 4

- An employee has the right to appeal against any stage and must do so, in writing, within 7 days of receiving written notification of the outcome.
- The employee must indicate, in writing, why he/she considers the original decision to be unfair.
- All appeals will be by way of review to consider whether the original decision was in all
  circumstances of the case reasonable and taking account of any new information not
  available at the time of the original decision.
- Appeals against decisions taken by Line Managers will be heard by a Senior Manager.
- The remit of the appeal meeting is to consider whether the decision is fair given the circumstances.
- The decision of the manager hearing the appeal is final. There is no further right of appeal.
- All decisions shall be entered on the individual staff record of the person concerned who shall be advised in writing of the outcome.



# **Data Protection**

Global Renewables Lancashire Operations Limited (GRLOL) is committed to complying with the Data Protection Act (1998). The Act is intended to prevent the misuse of personal data and ensure that it is done fairly and without adversely affecting the rights of the data owner.

Everyone has rights with regard to how their personal information is handled. During the course of our activities we will collect, store and process personal information about our staff, and we recognise the need to treat it in an appropriate and lawful manner.

The types of information that GRLOL may be required to handle include details of current, past and prospective employees, suppliers, customers, and others that we communicate with. The information, which may be held on paper or on a computer or other media, is subject to certain legal safeguards specified in the Data Protection Act and other regulations. The act imposes restrictions on how we may use that information.

The General Manager is responsible for ensuring compliance with the Act and with this policy.

This policy does not form part of any employee's contract of employment and it may be amended at any time. Any breach of this policy will be taken seriously and may result in disciplinary action.

Please refer to the procedure for more information: SOP-TL-HR-000-6005 Data Protection



# **Immigration**

Global Renewables Lancashire Operations Limited (GRLOL) must carry out the right to work checks for the appointment and on-going employment of all individuals in the organisation.

Before anyone commences employment with GRLOL we have a legal obligation to confirm that they are eligible to work in the United Kingdom. This check must be carried out on every potential new employee, regardless of their nationality. Failure to confirm someone's asylum and immigration status due to their nationality would be contrary to both legislation and the Recruitment Procedure.

Those standard checks required by law, are mandatory for all applicants for GRLOL positions (prospective employees) and staff in on-going employment. This includes permanent staff, staff on fixed-term contracts, temporary staff, volunteers, students, trainees, contractors and staff supplied by an agency.

GRLOL will carry out all checks in compliance with the Data Protection Act (1998). Information will only be obtained where it is essential to the recruitment decision and kept in accordance with the Act. We will record the outcome of all pre-employment checks, these will be held on Sharepoint confidentially under HR.

GRLOL requires that any recruitment agency and contractors which it uses will also comply with these standards.

Please refer to our procedures for more information: <u>SOP-TL-HR-000-6002 Recruitment</u> and also our policy on <u>POL-TL-HR-000-0002 Data Protection</u>.



# **Dress Code**

Global Renewables Lancashire Operations Limited (GRLOL) encourages everyone to maintain an appropriate standard of dress and personal appearance at work and to conduct themselves in a professional manner. The purpose of our dress code is to establish basic guidelines on appropriate clothing and appearance at our workplace, so that we:

- promote a positive image and staff look professional;
- respect religious, racial and gender-specific clothing requirements and those of staff with disabilities where possible;
- take account of health and safety.

GRLOL will provide work-wear for all operatives, engineers and employees working in the processing areas as well at the relevant Personal Protective Equipment (PPE). The use of safe work wear is mandatory and this is the clothing that you will most commonly see around the site.

It is important that all staff dress in a manner appropriate to their working environment and the type of work they do, for example, because moving parts and safety concerns the site dress code (as set out in our induction) includes prohibitions and advice against: ties, loose clothes, loose long hair, short sleeves and jewellery when visiting the processing areas of the facilities.

Footwear must be safe and clean and take account of health and safety considerations.

We expect staff to take a common sense approach to the dress code. Any enquiries regarding the operation of our dress code (including whether an article of clothing is suitable to wear to work) should be made to your line manager.

While working for us you represent us and your appearance contributes to our reputation and the development of our business. It is important that you appear clean and smart at all times when at work, particularly when you may be in contact with clients, other business contacts or the general public.

# **Religious and Cultural Dress**

Staff may wear religious and cultural dress (including clerical collars, head scarves, skullcaps and turbans) unless it breaches this policy or compromises the health and safety of the wearer, their colleagues or any other person. The Company shall consider employee rights in these circumstances and will ensure that an alternative set of safety clothing is provided that shall comply with health and safety polices whilst considering individual religious requirements.

Our priority is at all times health and safety. Where necessary, advice will be taken from our Safety, Health, Quality and Environmental Manager.

# Implementing and Reviewing Our Dress Code

Managers are responsible for ensuring that staff observe the standard set by this dress code. Failure to comply may result in action under our Disciplinary Procedure.

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We will review the dress code periodically to ensure that it meets our demands, in particular with regard to health and safety of our staff and all those they deal with.

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# **Death in Service**

Global Renewables Lancashire Operations Limited (GRLOL) has a death in service policy for all GRLOL employees. Employees are automatically entitled to this after they have completed their probation period which will be detailed in the individuals Contract of Employment.

Employees are entitled to four times their normal salary; this is basic annual salary excluding benefits, bonuses and commissions.

The Business and Finance Manager will handle the process as follows:

- Upon receipt of information that an employee has passed away the Business and Finance Manager will notify the insurance company.
- Original Death Certificate may be required if the Insurance company cannot verify this online.
- Business and Finance Manager will deal with any questions / queries that the Insurance Company may have.
- The monies will be paid into a trustees account.
- Payroll will administer the process of this payment by Cheque which will be provided to the employee's next of kin.

Further information is available from Business and Finance.

**Global Renewables Lancashire Operations Ltd** 

**Business Operating Management System (BOMS)** 

**Standard Operating Procedure** 

PARENTAL LEAVE

SOP-TL-HR-000-6003

**LEVEL 3** 



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# 1. REVISION STATUS

Issue No	Date	Revision Description	Prepared By	Approved
1	2011	Initial Revision	T Robinson	
2	19/4/2012	Second Revision	HR Dept	
3	14/11/2013	Transfer of data to new SOP format	Jill Bryce	T. WHITTAKER
4	Nov 2016	Amended	Tracy Whittaker	

# 2. Introduction

This document (Standard Operating Procedure) details the process to be undertaken to perform the tasks required to complete.

# 3. Purpose & Scope

Global Renewables Lancashire Operations Ltd recognises that many staff has dual responsibility for both their jobs and their family commitments and that this can sometimes create conflicting pressures.

Employees with young or disabled children are entitled to take periods of unpaid parental leave.

An employee must comply with certain qualification and notification requirements before taking this leave.

This procedure sets out what an employee must do to qualify for a period of parental leave, how they can postpone their leave, contractual issues during the leave period and the employee's return to work.

It is the responsibility of managers with whom their remit covers to ensure that they act in accordance with this policy at all times.

The objective of this procedure is to define a method of managing parental leave requests and providing flexibility to our colleagues who need to balance home and working responsibilities providing them with a framework in which to assist this.

# 4. PROCEDURE

#### **Entitlement to parental leave**

Employees are entitled to 13 weeks' unpaid parental leave if:

- they have at least one year's continuous service with you and/or an associated employer
- they have a child up until the age of five or have a child who was adopted a child until the 5<sup>th</sup> anniversary of the date of the placement or the child's 18<sup>th</sup> birthday if sooner and for a child entitled to disability living allowance until the child's 18<sup>th</sup> birthday.
- they have or expect to have parental responsibility for the child
- Take time to spend time with or otherwise care for the child.

An employee is entitled to 18 weeks' unpaid parental leave if their child is entitled to receive disability living allowance.

A week's leave is equal to the length of time the employee is normally required to work, e.g. a week's leave is:

- five days for an employee working Monday to Friday
- two days for an employee working Tuesday and Wednesday only

The right applies to a single child. Therefore, if an employee has twins they are entitled to 26 weeks' parental leave.

### Parental leave cannot be transferred between parents

An employee can only take a period of parental leave before:

- the child's fifth birthday
- the fifth anniversary of an adopted child's placement with them or their child's 18th birthday, whichever is earlier
- a disabled child's 18th birthday

Employees can take a maximum of four weeks' leave in any year in respect of any individual child. Therefore an employee with twins could take up to eight weeks in any one year.

An employee can take a period of leave immediately after the end of normal maternity, paternity or adoption leave.

Periods of leave must be taken in multiples of one week – unless the child is disabled, in which case it may be taken as individual days.

#### Entitlement where the employee changes employer

The 13 or 18-week entitlement applies to an individual child, not to an individual's employment.

For example, an employee has taken eight weeks' parental leave with their previous employer, the employee is only entitled to take another five (or ten) weeks while in employment. Employees must also have completed a year's service to qualify.

#### **Evidence of entitlement**

An employee can be asked to produce evidence to show that:

- the employee is the parent of a child
- the employee has parental responsibility for the child
- the child is below the age at which the right to parental leave ceases
- in the case of a disabled child, the child is entitled to disability living allowance

This evidence could be but other evidence may also be suitable but typically shall be:

- the child's birth certificate
- papers confirming a child's adoption or the date of placement for adoption
- in the case of a disabled child, a record of disability living allowance payments for the child

It is unlikely that GRLOL shall need to keep requesting copies of evidence on more than one occasion.

# Record keeping

There is no requirement to keep records of employees' parental leave arrangements.

### Notification and postponement of parental leave

An employee must give at least 21 days' notice before a period of parental leave begins, of both the start and end dates of the leave period they intend to take.

GRLOL requests that notice is put in writing to Business & Finance Department.

An employee must notify, in writing, GRLOL via the Business & Finance Department 21 days before their maternity or adoption leave ends if they want to take parental leave immediately after the end of their maternity or adoption leave.

### Notification for parental leave immediately after childbirth or adoption

If an employee wants to take parental leave immediately after the birth of a child, they must give GRLOL 21 days' notice, in writing, before the beginning of the expected week of childbirth through the Business & Finance Department.

If an employee wants to take parental leave immediately after the adoption of a child, they must give GRLOL 21 days' notice of the expected week of placement. In rare cases where this is not possible, an adoptive parent should give you notice as soon as is reasonably practicable all communication shall be in writing.

# **Postponing leave**

In some cases due to specific business needs it may be appropriate to postpone the leave for up to six months after the beginning of the leave period the employee originally requested.

It may be necessary to consider postponing leave if taking leave would cause significant disruption to your business, e.g. if leave was requested:

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- over a period of peak seasonal production
- at the same time as other employees have requested leave
- when the employee's absence would unduly harm your business

GRLOL shall not postpone leave where the employee wants to take it immediately after their child is born or placed with them for adoption.

Where GRLOL has had to postpone an employee's parental leave, the line manager shall consult with the employee about a new date following consultation with Human Resources.

This shall be confirmed in writing to the employee within seven days of receiving the employee's notification, explaining why there is the need to postpone their leave and confirming the new start and end date.

Under these circumstances the same amount of parental leave as was originally applied for shall be given.

#### What is a week's leave?

One week's parental leave is equal to the length of time that an employee is normally required to work in a week.

This means that a week's leave for an employee who usually works from Monday to Friday is equal to five days. For an employee who usually works Mondays and Tuesdays only, a week's leave is equal to two days.

### Irregular working weeks

If an employee's working pattern varies from week to week, an average working week shall be calculated as a fraction of the period for which the employee is required to work in a year.

For example, if GRLOL have a contract with an employee to work three days a week for 30 weeks, four days a week for 18 weeks, and two days a week for four weeks, you would calculate the number of days leave in their average week by dividing the total number of working days in these periods by 52.

If an employee takes leave in blocks of less than one week, a week is only deducted from their overall entitlement to 13 weeks (or 18 weeks for parents of disabled children) when the short periods of leave add up to what would be a normal or average working week.

#### What is parental leave for?

An employee must be taking the leave to care for the child. This means looking after the welfare of a child and can include making arrangements for the good of a child.

For example, an employee might take parental leave to:

- · spend more time with the child
- accompany the child during a stay in hospital
- · check out new schools
- help settle the child into new childcare arrangements
- enable a family to spend more time together, e.g. taking the child to stay with grandparents

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Caring for a child does not necessarily mean the employee has to be with the child 24 hours a day.

If an employee is using parental leave for some other purpose, e.g. to do other work, this would be considered under GRLOL's Disciplinary Procedure.

### Terms and conditions during parental leave

Some terms and conditions of employment continue to apply during parental leave.

GRLOL shall continue to abide by the terms and conditions of employment relating to:

- · notice periods
- any compensation if the employee is made redundant
- the business' disciplinary or grievance procedures

The employee must continue to abide by the terms and conditions of employment relating to:

- notice periods
- disclosure of confidential information
- · acceptance of gifts, or other benefits
- · working for another employer

The employment contract continues during parental leave, unless it is terminated by GRLOL or the employee. This means that the employee continues to benefit from their statutory employment rights during parental leave and from your continued trust and confidence. The employee must continue to act in good faith.

Generally an employee's seniority and pension rights are unaffected by parental leave and rights on return from parental leave should be the same as they would have been if the employee had not been absent.

GRLOL shall not continue pension contributions during unpaid parental leave.

#### Redundancy

If a redundancy situation arises while an employee is on parental leave, GRLOL shall keep employees informed and involved during any consultations that are required.

### **Annual leave**

An employee continues to accrue statutory paid holiday entitlement during parental leave.

#### Pay and benefits

Parental leave is unpaid.

# Returning to work after parental leave

An employee is entitled to return to the same job as before if the parental leave was **for four weeks or less**, and either an **isolated period of leave** or the **last of two or more** consecutive periods of statutory leave which didn't include any period of additional maternity leave (AML) or additional adoption leave (AAL).

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If the leave period is longer than four weeks, or is preceded or followed by consecutive periods of leave which included a period of AML or AAL, the employee is entitled to return to the job as before - **but only if it's reasonably practicable**.

If it is **not** reasonably practicable for the employee to return to the same job, they are entitled to return to a similar job with the same or better terms and conditions and status as the old job.

An employee returning to work after parental leave is entitled to benefit from any general improvements to the rate of pay (and any other terms and conditions) which you may have introduced for their grade or class of work while they have been away.

If you feel you have been unfairly treated, please refer to GRLOL's Grievance procedure.

Rev3

**Global Renewables Lancashire Operations Ltd** 

**Business Operating Management System (BOMS)** 

**Standard Operating Procedure** 

**M**ATERNITY

SOP-TL-HR-000-6004

**LEVEL 3** 



SOP-T-HR-000-6004

# **MATERNITY**

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# 1. REVISION STATUS

Issue No	Date	Revision Description	Prepared By	Approved
1		Initial Revision	T Robinson	
2	14/11/2013	Transfer of data to new SOP format	Jill Bryce	T. WHITTAKER
3	Nov 2016	Amended	Tracy Whittaker	

# 2. Introduction

This document (Standard Operating Procedure) details the process to be undertaken to perform the tasks required to complete.

# 3. PURPOSE & SCOPE

This policy outlines the statutory rights and responsibilities of employees who are pregnant or have recently given birth, and sets out the arrangements for ante-natal care, pregnancy-related sickness, health and safety, and maternity leave. It does not apply to agency workers or the self-employed.

The objective of this procedure is to provide information to employees who are pregnant and a method of managing employees who require leave and payment during this period.

# 4. PROCEDURE FLOWCHART

# 5. PROCEDURE

### **Definitions**

**GRLOL:** Global Renewables Lancashire Operations Limited

HR: Human Resources

**OML:** Ordinary Maternity Leave **AML:** Additional Maternity Leave

**SMP:** Statutory Maternity Pay

**EWC:** Expected Week of Confinement **OPS:** Occupational Pension Scheme **SMA:** Statutory Maternity Allowance

#### **Notification**

You must inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations.

Before the end of the Qualifying Week, or as soon as reasonably practical afterwards, you must tell us:

- · that you are pregnant;
- the Expected Week of Childbirth; and
- the date on which you would like to start your maternity leave

You must provide a certificate from a doctor or midwife (usually on a MAT B1 form) confirming your Expected Week of Childbirth.

#### Time off for ante-natal care

If you are pregnant you may take reasonable paid time off during working hours for ante-natal care. You should try to give us as much notice as possible of the appointment.

We may ask you to provide the following, unless it is the first appointment:

- a certificate from the doctor, midwife or health visitor stating that you are pregnant; and
- an appointment card.

#### **Sickness**

Periods of pregnancy-related sickness absence shall be paid in accordance with your contract of employment and our Sickness Absence Policy in the same manner as any other sickness absence.

Periods of pregnancy-related sickness absence from the start of your pregnancy until the end of your maternity leave will be recorded separately from other sickness records and will be disregarded in any future employment-related decisions.

If you are absent for a pregnancy-related reason during the four weeks before your Expected Week of Childbirth, your maternity leave will usually start automatically.

# Health and safety

We have a general duty to take care of the health and safety of all employees. We are also required to carry out a risk assessment to assess the workplace risks to women who are pregnant, have given birth within the last six months or are still breastfeeding.

We will provide you with information as to any risks identified in the risk assessment, and any preventive and protective measures that have been or will be taken. If we consider that, as a new or expectant mother, you would be exposed to health hazards in carrying out your normal work we will take such steps as are necessary (for as long as they are necessary) to avoid those risks. This may involve:

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- Changing your working conditions or hours of work;
- Offering you suitable alternative work on terms and conditions that are the same or not substantially less favourable; or
- Suspending you from duties, which will be on full pay unless you have unreasonably refused suitable alternative work.

#### **Entitlement to maternity leave**

All employees are entitled to up to 52 weeks' maternity leave which is divided into OML and AML.

### Starting maternity leave

The earliest date you can start maternity leave is 11 weeks before the Expected Week of Childbirth (unless your child is born prematurely before that date).

You must notify us of your Intended Start Date in accordance with paragraph **Error! Reference source not found.** We will then write to you within 28 days to inform you of the date we will expect you to return to work if you take your full entitlement to maternity leave (Expected Return Date).

You can postpone your Intended Start Date by informing us in writing at least 28 days before the original Intended Start Date, or if that is not possible, as soon as reasonably practicable.

You can bring forward the Intended Start Date by informing us at least 28 days before the new start date, or if that is not possible, as soon as reasonably practicable.

Maternity leave shall start on the earlier of:

- Your Intended Start Date (if notified to us in accordance with this policy); or
- The day after any day on which you are absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth; or
- The day after you give birth.

If you are absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth, you must let us know as soon as possible in writing. Maternity leave will be triggered under paragraph 11.20 unless we agree to delay it.

If you give birth before your maternity leave was due to start, you must let us know the date of the birth in writing as soon as possible.

The law prohibits you from working during the two weeks following childbirth.

Shortly before your maternity leave starts we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.

### Statutory maternity pay

Statutory maternity pay (SMP) is payable for up to 39 weeks. SMP will stop being payable if you return to work (except where you are simply keeping in touch in accordance with paragraph 0). You are entitled to SMP if:

- You have been continuously employed for at least 26 weeks at the end of the Qualifying Week and are still employed by us during that week;
- Your average weekly earnings during the eight weeks ending with the Qualifying Week (the Relevant Period) are not less than the lower earnings limit set by the Government;
- You provide us with a doctor's or midwife's certificate (MAT B1 form) stating your Expected Week of Childbirth;
- You give at least 28 days' notice (or, if that is not possible, as much notice as you can) of your intention to take maternity leave; and
- You are still pregnant 11 weeks before the start of the Expected Week of Childbirth or have already given birth.

#### SMP is calculated as follows:

- First six weeks: SMP is paid at the Earnings-Related Rate of 90% of your average weekly earnings calculated over the Relevant Period;
- Remaining 33 weeks: SMP is paid at the Prescribed Rate which is set by the Government for the relevant tax year or the Earnings-Related Rate if this is lower.

SMP accrues from the day on which you commence your OML and thereafter at the end of each complete week of absence. SMP payments shall be made on the next normal payroll date and income tax, National Insurance and pension contributions shall be deducted as appropriate.

You shall still be eligible for SMP if you leave employment for any reason after the start of the Qualifying Week (for example, if you resign or are made redundant). In such cases, if your maternity leave has not already begun, SMP shall start to accrue in whichever is the later of:

- The week following the week in which employment ends; or
- The eleventh week before the Expected Week of Childbirth.

If you become eligible for a pay rise before the end of your maternity leave, you will be treated for SMP purposes as if the pay rise had applied throughout the Relevant Period. This means that your SMP will be recalculated and increased retrospectively, or that you may qualify for SMP if you did not previously qualify. We shall pay you a lump sum to make up the difference between any SMP already paid and the amount payable by virtue of the pay rise. Any future SMP payments at the Earnings-Related Rate (if any) will also be increased as necessary.

### Terms and conditions during OML and AML

All the terms and conditions of your employment remain in force during OML and AML, except for the terms relating to pay. In particular:

- Benefits in kind [such as life insurance] shall continue;
- Annual leave entitlement under your contract shall continue to accrue (see paragraph Annual leave); and
- Pension benefits shall continue (see paragraph 0, Pensions).

#### **Annual leave**

During maternity leave annual leave will accrue at the rate provided under your contract.

Annual leave cannot usually be carried over from one holiday year to the next. If the holiday year is due to end during your maternity leave, you should ensure that you have taken the full year's entitlement before starting your maternity leave.

Our holiday year runs from 1 January to 31 December.

### **Pensions**

During OML maternity leave we shall continue to make any employer contributions that we usually make into a money-purchase pension scheme, based on what your earnings would have been if you had not been on maternity leave provided that you continue to make contributions based on the maternity pay you are receiving.

During a period of AML where the employee is not receiving any maternity pay e.g. during the last 13 weeks of AMP, the Company shall not make any employer contributions.

### Redundancies during maternity leave

In the event that your post is affected by a redundancy situation occurring during your maternity leave, we shall write to inform you of any proposals and shall invite you to a meeting before any final decision is reached as to your continued employment.

### **Keeping in touch**

We may make reasonable contact with you from time to time during your maternity leave.

You may work (including attending training) for up to ten days during maternity leave without bringing your maternity leave or SMP to an end. The arrangements, including pay, would be set by agreement with your line manager or via Business & Finance Department. You are not obliged to undertake any such work during maternity leave. In any case, you must not work in the two weeks following birth.

Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. This may cover:

- Updating you on any changes that have occurred during your absence:
- Any training needs you might have; and

 Any changes to working arrangements (for example if you have made a request to work part-time; see paragraph 0, Returning to work part-time).

### **Expected return date**

Once you have notified us in writing of your Intended Start Date, we shall send you a letter within 28 days to inform you of your Expected Return Date. If your start date has been changed (either because you gave us notice to change it, or because maternity leave started early due to illness or premature childbirth) we shall write to you within 28 days of the start of maternity leave with a revised Expected Return Date.

We will expect you back at work on your Expected Return Date unless you tell us otherwise. It will help us if, during your maternity leave, you are able to confirm that you will be returning to work as expected.

### Returning early

If you wish to return to work earlier than the Expected Return Date, you must give us eight weeks' prior notice. It is helpful if you give this notice in writing.

If not enough notice is given, we may postpone your return date until eight weeks after you gave notice, or to the Expected Return Date if sooner.

## **Returning late**

If you wish to return later than the Expected Return Date, you should either:

- Request unpaid parental leave [in accordance with our Parental Leave Policy], giving us as much notice as possible but not less than 21 days; or
- Request paid annual leave in accordance with your contract, which will be at our discretion.

If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our Sickness Absence Policy will apply.

In any other case, late return will be treated as unauthorised absence.

### **Deciding not to return**

If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of maternity leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period.

Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement. This does not affect your right to receive SMP.

### Your rights when you return

You are normally entitled to return to work in the same position as you held before commencing leave. Your terms of employment shall be the same as they would have been had you not been absent.

However, if you have taken any period of AML or more than four weeks' parental leave, and it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

## Returning to work part-time

We will deal with any requests by employees to change their working patterns (such as working part-time) after maternity leave on a case-by-case basis. There is no absolute right to insist on working part-time, but you do have a statutory right to request flexible working and we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of our business. It is helpful if requests are made as early as possible. The procedure for dealing with such requests is set out in our Flexible Working Policy.

Rev2

**Global Renewables Lancashire Operations Ltd** 

**Business Operating Management System (BOMS)** 

**Standard Operating Procedure** 

FLEXIBLE WORKING

SOP-TL-HR-000-6007

**LEVEL 3** 



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## 1. REVISION STATUS

Issue No	Date	Revision Description	Prepared By	Approved
1		Initial Revision	T Robinson	
2	14/11/2013	Transfer of data to new SOP format	Jill Bryce	T.WHITTAKER
3	Nov 2016	Amended	Tracy Whittaker	

## 2. Introduction

This document (Standard Operating Procedure) details the process to be undertaken to perform the tasks required to complete.

## 3. PURPOSE & SCOPE

This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.

Employees who have at least 26 weeks' continuous service with the Company on the date that they make an application have a statutory right to request a variation to their employment contracts to allow them to work more flexibly.

Employees who have been employed for less than 26 weeks do not have a statutory right to request flexible working.

Prior to 30 June 2014 the statutory right only applied to the parents of children under 17, or 18 in the case of parents of disabled children, or those caring for an adult. Now any eligible employee can apply to work flexibly for any reason.

An employee can make one statutory request for flexible working in any 12 month period. Where a statutory request to work flexibly is made, a manager must consider the request seriously and objectively, and is only able to refuse the request where there is a clear business reason for doing so. If a request is refused, a further request cannot be made for 12 months.

## 4. PROCEDURE

#### **Application Process**

FLEXIBLE WORKING SOP-TL-HR-000-6007

An employee wanting to apply for a flexible working arrangement must complete a Flexible Working Application Form and submit this to their manager, allowing sufficient time for the application to be considered.

#### **Considering a Request**

Each request should be considered on an individual basis, carefully looking at the benefits of the requested changes for the employee and the business, and weighing these against any detrimental effect the changes could have on the individual, team or delivery of service.

The Equality Act 2010 prohibits discrimination because of 'protected characteristics'. These are age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex and sexual orientation. Managers must ensure that they do not inadvertently discriminate against employees because of a protected characteristic they have in considering a request (such as where a flexible working arrangement would be a reasonable adjustment for a disabled employee).

If a statutory request for flexible working is made, and the employee meets the continuous service criteria, managers must follow the steps outlined below when considering such requests.

Where a request is made and the employee does not meet the continuous service criteria, the steps outlined below should be followed in terms of best practice where managers choose to consider the request.

#### If the request can be agreed in full without further discussion with the employee

The employee should be advised in writing that their request has been agreed within 28 days of submitting their application. The notice should set out the arrangement agreed and when this will commence.

#### If the request needs to be discussed with the employee before a decision can be taken

The manager should arrange a meeting within 28 days of receiving the application to discuss the request and consider any possible alternative options.

The employee is entitled to be accompanied at the meeting by a work colleague who may be a Trade Union representative.

The outcome of the meeting will be confirmed to the employee in writing within 14 days of the meeting.

#### If the request is agreed following the meeting

The written notice should set out the arrangement agreed and when this will commence.

#### If the request is refused following the meeting

The letter confirming the decision must set out the ground(s) for refusal and details of the appeal process. A sufficient explanation of why the request has been refused should be provided and the business reasons underlying it.

FLEXIBLE WORKING SOP-TL-HR-000-6007

A request to work flexibly can only be refused on one or more of the following grounds:

- The burden of additional costs
- An inability to reorganise work amongst existing staff
- An inability to recruit additional staff
- A detrimental impact on quality
- A detrimental impact on performance
- A detrimental effect on ability to meet customer demand
- Insufficient work for the periods the employee proposes to work
- A planned structural change to the business

#### **Appeals**

An employee has a right of appeal if his/her flexible working application is refused and must set out his/her appeal in writing within 14 days of receipt of the manager's decision. The letter of appeal must clearly state the grounds for appeal.

A further meeting will then be arranged within 14 days of receipt of the appeal letter with a senior manager who has had no previous involvement in the case.

The employee is entitled to be accompanied at the meeting by a work colleague who may be a Trade Union representative.

The senior manager will confirm the outcome of the appeal in writing within 14 days of the meeting, detailing any agreement that has been met (and when this will commence) or an explanation of the grounds for dismissing the appeal.

The decision at the appeal stage is final.

#### Notes:

**Extension of time limits** – there may be a number of reasons why the time limits specified above are too short and an extension may be required (for example, where more time may be needed to explore an alternative working pattern/arrangement).

Time limits may be extended where both the manager and employee are in agreement. A written record of the agreement must be made that states the period the extension relates to and the date the extension is to end. This must be dated and sent to the employee.

Time limits will be automatically extended where the manager who would ordinarily consider the application is absent because of annual leave or sickness. All requests, including any appeals, must be considered and a decision reached within a period of three months from receipt of the flexible working application unless an extension to the time limit has been agreed by both the manager and employee.

The right to be accompanied – the employee has the right to be accompanied at the meeting or appeal to consider their flexible working application by a work colleague who may be a Trade Union representative. Where the employee is a Trade Union representative, he/she may be accompanied by a full time Trade Union official.

FLEXIBLE WORKING SOP-TL-HR-000-6007

The companion can address the meeting and confer with the employee during it, but may not answer questions on the employee's behalf.

If the employee's chosen companion is unavailable at the time proposed for a meeting, the manager must postpone the meeting to a time proposed by the employee providing this is convenient for the manager and within seven days of the date of the original meeting.

**Withdrawal of a flexible working application** – if the employee fails to attend both a first meeting and a rearranged meeting, either at the initial decision stage or an appeal stage, without good reason, the manager may treat the application as having been withdrawn by the employee. In these circumstances, the manager should confirm the withdrawal of the application in writing to the employee.

If the employee decides to withdraw their application, they should provide confirmation of this in writing to the manager.

#### **Review Period**

Where a flexible working arrangement is agreed on a temporary basis, a trial period and review date should be set to assess the impact of the new working arrangement.

#### **Cancelling a Flexible Working Arrangement**

If an employee wishes to cancel a flexible working arrangement part way through the review period, the manager should arrange to meet with the employee to discuss the issues. Under normal circumstances, the change should take place at the review date but in exceptional circumstances a change can be made prior to this with a reasonable notice period being given. Under these circumstances both the manager and employee must agree.

#### **APPENDIX 1: Flexible Working Request Application Form**

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# **Probation**

The Probationary Period is a time when the new employee can learn about the organisation and the organisation can learn about them. The length of the Probationary Period will be six months and will be confirmed in the Contract of Employment issued to the employee.

If everything is satisfactory at the end of the Probationary Period, the individual will be confirmed in employment. If, however, there are unresolved problems or difficulties at any time, it is important for all concerned that the situation is tackled as soon as possible during this period.

Much of the time during the first months of employment is spent on learning but this needs to be evaluated, along with other information available, so that the Line Manager is able to make a decision about recommending permanent employment towards the end of the probationary period.

The Line Manager needs to consider performance in areas including but not limited to:-

- Level of absence
- · Training completed
- Training needed
- Attitude to work
- Accidents
- Health and Safety
- · General suitability to the role
- Immigration paperwork
- Reference details

Reviews shall take place at 60, 120 and 180 day review periods or 3 times within the probationary period. More reviews may need to take place should the probationary period need to be extended.

The importance of this process cannot be underestimated and it is a valuable opportunity to check training, check behaviour and check that this individual is or will be a valuable member of the business.

Global Renewables Lancashire Operations Limited will require subject to job offer all new employees to undergo a Company medical that will include drugs and alcohol testing and general health assessment. Where circumstances arise requiring a medical report, the provision of necessary information is subject to the regulations prescribed in the Access to Medical Reports Act 1988.



# Retirement

Global Renewables Lancashire Operations Limited (GRLOL), in line with current legislation does not have an age where it expects employees to retire. The default retirement age (formerly 65) has been phased out and employees can now work for as long as they want to.

It is however our policy to have regular appraisal discussions with all our staff where they can discuss performance, any needs they may have and their future aims and aspirations. Staff and their managers can use this opportunity to discuss retirement planning should the employee wish to do so.

You should ensure that you inform your line manager in writing at least 6 months before you plan to retire to ensure all appropriate arrangements are made (e.g. sourcing a replacement, mobilising your pension etc.).

Retirement is a form of resignation both employers and employees must follow the right procedures for this.



# **Gifts and Hospitality**

Global Renewables Lancashire Operations Limited (GRLOL) discourages its employees and directors from accepting gifts, which includes corporate hospitality from suppliers and clients and prospective suppliers and clients or any other person or organisation that may wield an influence on the company. Prohibited activities are set out in our policy on **Bribery, Corruption and Fraud**.

We may pursue contributions from our existing suppliers for support for charitable activities including provision of raffle prizes for fund raising activities during the year. It must be made clear that this is entirely optional and the suppliers are under no obligation to participate and their participation, or not, have no influence on our selection of suppliers.

All gifts shall be put in a raffle and monies generated shall be for the benefit of the company's charities and not for individual or company benefit.

At certain times during the year for example (but not limited to) Christmas, Children in Need, Red Nose Day, specific organised charity events for local charities, ask our suppliers to supply a present that can be used in our raffle or can be given direct to our designated charity. Currently our designated charity for Thornton is Brian House which is a hospice for children and for Farington is St Catherine's Hospice. Any others that the company may from time to time designate should be authorised by the Executive Leadership Team.

When seeking or receiving contributions:

- Any approach to the suppliers will be authorised by the General Manager.
- A standard email shall be sent authorised by the relevant manager to our existing suppliers asking them if they wish to contribute when a charity event has been agreed.
- All prizes shall be noted and collected by the relevant representative at the site.
- All proceeds from raffles will be for charitable donations to the designated Company charities held locally to the relevant facilities.
- No overhead or administration expenses shall be deducted from the proceeds of any event/raffle.
- We shall also make public the amount raised and to whom that money has been made payable to.

**Global Renewables Lancashire Operations Ltd** 

**Business Operating Management System (BOMS)** 

**Standard Operating Procedure** 

**ORGANISATIONAL COMMUNICATION** 

SOP-TL-HR-000-6014

**LEVEL 3** 



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## 1. REVISION STATUS

Issue No	Date	Revision Description	Prepared By	Approved
1	23/09/2014	Initial Revision	M Towers	T. WHITTAKER
2	07/11/2016	Amended	T. Whittaker	T. WHITTAKER

#### 2. INTRODUCTION

GRLOL is committed to ensure all Organisational chart changes, Job role changes, new starters, leavers and changes to policies are communicated effectively to all employees.

## 3. Purpose & Scope

GRLOL wants to ensure that communication for any changes within the business is done so correctly to all employees. All changes to organisational charts, job roles and policies should be communicated to all employees effectively.

## 4. ORGANISATIONAL CHANGES

All GRLOL employees will be informed of any changes to the organisational chart, Job roles, and new policies within the business.

The SHEQ manager will be responsible for updating the Organisational Chart if and when a change to a role is made.

- Changes will be identified through organisational restructures, recruitment or leavers
- Once a change has been confirmed the SHEQ Manager will update the organisational chart
- The Organisational chart is located on Sharepoint, the only people that have access to edit this document are the General Manager and the SHEQ Manager.
- Changes to an individual's job role will be communicated to them in writing and the change form will be sent to payroll for administration. A copy of these documents will be placed on the individuals personnel file.
- The Line Managers will inform payroll if there are any new starters or leavers within the business by submitting the appropriate documentation.
- All employees will be notified verbally, by email or where required, in writing when there is a change to the structure of the company.

## 5. AMENDMENTS TO COMPANY POLICIES

GRLOL may from time to time update their Company Policies. The Policies may need amending due to changes to legislation or restructure changes.

- Any changes to the policies will be communicated and placed on the internal notice boards and where necessary GRLOL will write to all Employees.
- Any significant changes to policies will be managed as follows:
  - A meeting will be arranged with the union to discuss the changes, how they will affect the employee and reasons behind the changes.
  - o Collective consultation process will be followed.
  - o Following consultation, all employees will be advised on any changes in writing.

## 6. Pay award

The General Manager will review the pay award each year looking at the cost of living and discuss the pay award each year with the Board. The General Manager will arrange a meeting with the Union to discuss what the pay award will be. Once this has been agreed with the Union and its representatives a letter will be sent to all employees to inform them what the pay award will be and when this will be effective from. Payroll is responsible for administering the process of the pay increase to the employees' salaries.



## **Social Media**

This policy is intended to help employees of Global Renewables Lancashire Operations Limited (GRLOL) make appropriate decisions about the use of social media such as blogs, social networking websites or forums. These sites include, but are not limited to Twitter, Facebook, LinkedIn and Google+.

#### Work-Related Use of Social Media

- The only person who is permitted to post material on a social media website in the Company name is the General Manager.
- All other employees must not make any communication using social media which names the Company or their shareholders directly or makes reference to them in such a way as to bring the Company or their shareholders into disrepute.
- Use of the Company logo or name on social media is restricted to the General Manager.

Any breach of these restrictions may amount to gross misconduct and will be addressed through the Disciplinary Procedure.

#### **Personal Use of Social Media**

GRLOL allows the use of social media for personal use during formal breaks at work providing you do not upload, post, forward or post a link to any abusive, obscene, discriminatory, harassing, derogatory or defamatory content, however:

- The use of social media must not interfere with your duties.
- You must never disclose commercially sensitive, private or confidential information or details about the Company or shareholders.
- Do not tag yourself "in work".
- You must state that the views you express are your own and not those of the Company.
- Do not upload, post or forward any content belonging to a third party without their consent. If you
  want to include a link to a third party website, check that any terms and conditions of that website
  permit you to link to it.
- Be aware that what you post online is not private even if you only publish it to your friends.
- Do not discuss colleagues, contractors, shareholders or anyone we have a business relationship with, without their prior approval.

Any breach of these restrictions may amount to gross misconduct and will be addressed through the Disciplinary Procedure.

This document remains the property of Global Renewables Lancashire Operations Limited and must not be shown or given to any third parties without the prior written permission of a Management System Representative.



#### **Monitoring Use of Social Media Websites**

Use of social media websites may be monitored, whether accessed for personal or work purposes, and where breaches are found, action may be taken under our Disciplinary Procedure <a href="SOP-TL-HR-000-6010">SOP-TL-HR-000-6010</a>
<a href="Discipline">Discipline</a>.

GRLOL reserves the right to restrict or prevent access to certain social media websites if we consider personal use to be excessive.

In particular, uploading, posting, forwarding or posting a link to any of the following types of material on a social media website, whether in a professional or personal capacity, may amount to gross misconduct:

- · Pornographic material;
- A false and defamatory statement about any person or organisation;
- Material which is offensive, obscene, criminal, discriminatory or derogatory or may cause embarrassment to us, our shareholders or anyone we have a business relationship with;
- · Confidential information about us or any of our staff or shareholders;
- Any statement which is likely to result in legal proceedings.

Any action will be addressed under our Disciplinary Procedure: SOP-TL-HR-000-6010 Discipline.

## **Using Company Equipment to Access Social Media Websites**

If you have use of company equipment, for example, a mobile phone, laptop or other device which allows access to the internet, you must follow the above guidelines when accessing social media websites, whether from home or work.

#### **Related Policies**

This policy does not cover email which is covered in our Email Acceptable Use Policy.

The policy supplements our <u>Internet Acceptable Use Policy</u> and outlines the standards we require all of our employees to observe when using social media.



# **Shift Swaps**

Shift swapping enables employees to negotiate changes to their working rosters by rearranging shifts among themselves. Employees can swap shifts with colleagues competent to carry out the same job role.

Although Global Renewables Lancashire Operations Limited (GRLOL) is committed to providing all employees with the opportunity to swap shifts where necessary, the needs of the business must continue to be met.

#### **General Principles**

GRLOL recognises the commitment and hard work of all staff and understands that individuals may, at some time in their working lives, find it difficult to maintain a balance between their professional and personal commitments. This could be because of parental or other caring responsibilities, continuing education, religious observance or other personal interests.

We understand that the promotion of flexible working patterns through the use of occasional shift swapping can reduce unauthorised absences from work and employee stress, and in turn promote work-life balance and improve performance and productivity.

Shifts swaps should normally be for 1 or 2 days not for the 4 day shift set as they are intended to accommodate circumstances such as; weddings, funerals, christenings, supporting special family events, medical / hospital appointment or emergency for you or a member of your family. The period of time the agreed changes take place over should not normally exceed 3 months but consideration will be given in exceptional circumstances\*.

Holidays and annual leave are incorporated into the shift pattern and should not form part of the shift swap process except in exceptional circumstances (see below\*).

\*If your shift pattern falls in such a way that you will not be on leave for any of the designated breaks your children have from school for a complete year and you wish to take time off to spend with your children or take them on holiday during such a period when they are on leave we will approve a shift swap for a period of more than 1 or 2 days.

#### **Shift Swapping Process**

An employee wishing to change one or more shifts should speak with their colleagues to see if any of them are willing to change their shift with them.

Both parties must agree formally to the change of shift. Once another employee has agreed to swap shifts, both employees must sign the shift-swapping agreement form indicating their acceptance of the shift swap and confirming the dates the swaps will be taking place. The completed form must then be submitted to and approved by the relevant line manager.

Once the swap has been approved by the relevant line manager it becomes a binding agreement between the two employees to change the date they are rostered to work. The dates the employees have agreed to work for each other become the responsibility of each and failure to attend on an agreed date change will be treated the same as absence and may result in disciplinary action.

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Shift swaps will be managed and monitored by Line Managers and Payroll.

#### **Conditions and Restrictions**

It is the responsibility of employees to ensure that equivalent skills are available to cover during any swapped shifts. This will ensure that all shifts are resourced appropriately and continuity of service is provided.

Employees must have regard to any other work commitments, including internal or external training commitments, before agreeing to swap shifts with a colleague. Employees who have made a request to swap shifts with a colleague are expected to rearrange any existing work commitments that they will not be able to perform. A failure to do so, particularly where the Company incurs expense, may result in disciplinary action and/or a deduction in wages.

Any abuse of this policy will be addressed through the Disciplinary Procedure.



# **Stop and Search**

Global Renewables Lancashire Operations Limited (GRLOL) reserves the right to conduct searches to monitor compliance with site rules and to ensure security of the company and individual property.

The company reserves the right to conduct searches of employees and/or contractors visiting the site. The search may extend to their work areas, lockers, vehicles (if driven or parked on company property), and other personal items. We wish to make it clear that in requesting a search, the company is not accusing anyone of theft or some other crime, and the search may simply be a random one.

All searches will be conducted by 2 people from company management and/or security staff and will be conducted in accordance with our requirements.

For more information please speak to your Line Manager.

**Global Renewables Lancashire Operations Ltd** 

**Business Operating Management System (BOMS)** 

**Standard Operating Procedure** 

**C**YCLE TO **W**ORK

SOP-TL-HR-000-6011

**LEVEL 3** 



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## 1. REVISION STATUS

Revision Status					
Issue No	Date	Revision Description	Prepared By	Approved - LEYLAND	Approved - THORNTON
1	08/09/2014	Transfer of data into new SOP format	M Towers	T. WHITTAKER	T. WHITTAKER

#### 2. Introduction

GRLOL is committed to the health and wellbeing of its employees and to a more sustainable environment. The Cycle to Work Scheme aims to address both these issues by providing a mechanism to promote healthier journeys to and from work whilst at the same time contributing to a reduction in environmental pollution.

## 3. PURPOSE & SCOPE

The Cycle to Work Scheme is a tax exempt scheme which allows all GRLOL employees to hire cycles and cycle safety equipment on a tax free basis. The tax exemption relates to the tax charge which would otherwise apply to cycles and cycle equipment loaned to employees. The tax exemption is dependent on the following conditions being met:

- \* The equipment hired must be a bicycle or a bicycle and related safety equipment.
- \* The employee must remain in GRLOL employment for the duration of the agreed Hire Period.
- \* The employee must use the equipment mainly for commuting to and from place of work, although you are entitled to use it for other purposes as well.

The Cycle to Work Scheme operates on a basis of salary sacrifice. The employee, in entering the Scheme agrees a contract variation to accept a lower salary in exchange for GRLOL providing the cycle and cycle equipment.

**GRLOL** works with an external supplier, Cyclescheme to provide and administer the Cycle to Work Scheme. Full details of the scheme particulars are available from the Cyclescheme website at <a href="https://www.cyclescheme.co.uk">www.cyclescheme.co.uk</a>.

## 4. ELIGIBILITY FOR THE SCHEME

All GRLOL employees are eligible to participate in the Cycle to Work Scheme. The following conditions must be met:

- \* The employee is a UK tax payer via the PAYE system
- \* Following the salary sacrifice being applied, the employee's gross pay does not reduce to an amount below the National Minimum Wage (NMW)
- \* The employee has a Contract of Employment which outlasts the duration of the 12 month salary sacrifice period.
- \* The employee is aged 18 years or over
- \* The equipment must be used mainly for qualifying journeys i.e. journeys (in whole or in part) between home and work or journeys between workplaces

In order to qualify for the Cycle to Work Scheme you are required to hire a bike. You may also choose to hire cycle safety equipment. This may include:

- \* Helmets
- \* Bells and horns
- \* Lights
- \* Mirrors to ensure riders visibility is not impaired
- \* Mudguards
- \* Cycle clips
- \* Luggage carriers and straps to allow luggage to be safely carried
- \* Locks and chains to ensure cycle can be safely secured
- \* Reflective clothing

## 5. TERMS OF THE SCHEME

By participating in the Cycle to Work Scheme GRLOL employees are agreeing to vary their terms and conditions of employment by reducing their gross contractual salary by the value of the cycle and equipment hired.

Value to be agreed at time of application and is limited to the lower of £1000 or 100% of basic net pay. Basic net pay will be defined as:

- \* Calculated net pay using regular pay only. This will be calculated by finance whereby an employee receives overtime payments or any other not guaranteed enhancement.
- \* Net pay will be defined as regular pay which will mean weekly net pay for weekly paid employees and monthly net pay for monthly paid employees.

The agreement entered into is regulated by the Consumer Credit Act 1974.

The hire agreement will last for a period of twelve months and payments will be made via a salary sacrifice arrangement commencing at the next available pay date following the purchase of the cycle which GRLOL agrees to hire to the employee.

The cycle and cycle equipment hired under the scheme remains the property of GRLOL until the end of the twelve month period, when the title transfers to Cyclescheme. Any employee entering into the Scheme must be aware of the following:

\* Employees are responsible for ensuring the cycle and cycle equipment hired under the Scheme is insured against theft, loss or damage. Replacement equipment is not provided under the Scheme.

- \* If the bike is lost or stolen, under the terms of the agreement the employee must replace the items at their own expense. They can continue to be part of the salary sacrifice scheme, paying the outstanding payments from their gross salary. If a bike is lost or stolen and the employee does not replace the bike the salary sacrifice ends and the outstanding payments will be taken from their next week's/months net pay.
- \* Employees are responsible for maintaining the cycle and equipment during the twelve month hire period.
- \* Employees must not hire out, transfer or otherwise dispose of the cycle or cycle equipment.
- \* Any cycle or cycle equipment must be suitable for travel to and from work.

## 6. JOINING THE SCHEME

The Scheme is open to all employees to join at any time. To join the Scheme:

- 1. An eligible employee visits a Cyclescheme "Partner Shop" (i.e. a bike shop contracted by Cyclescheme to supply Equipment under Cycle to Work Schemes) and requests a written quotation in relation to any Equipment he or she would like to have use of under the Scheme.
- 2. The Employee applies, via Cyclescheme's extranet web facility, for a certificate authorising the relevant Partner Shop to release the selected Equipment to the Employee (the "Certificate").
- 3. If GRLOL approve the application (limited to the lower of £1000 or 100% of basic net pay) it will enter into a Hire Agreement with the Employee in respect of the selected Equipment.
- 4. GRLOL will then authorise Cyclescheme to issue the Certificate.
- 5. Cyclescheme will issue the Certificate to the Employer to be given to the employee.
- 6. The Employee presents the certificate to the Partner Shop together with photographic evidence of identity and collects the equipment.

#### 7. WITHDRAWAL FROM THE SCHEME

Under the Consumer Credit Act 1974 you may withdraw from the Scheme within 14 days of receiving the agreement or under the Consumer Protection (Distance Selling) Regulations 2000 within 7 days of collecting your bike. After this time it is not possible to withdraw from the Scheme during the twelve month period. When choosing to opt into the Scheme employees commit to a hire agreement for a twelve month period. If an employee ceases employment with GRLOL before the end of the twelve month period they are obliged to pay the outstanding balance of the agreement from net pay, i.e. without any tax exemptions. The amount would be deducted from their final pay.

#### 8. What happens at the end of the hire period

At the end of the twelve month hire period Cyclescheme will contact the employee and offer three options. The employees can either:

- \* Enter into an extended use agreement with Cyclescheme for a period of a further three years for a refundable deposit of either 3% or 7% depending on the original price for the cycle.
- \* Buy the bike and equipment at a fair market value. Fair market value is determined by the original price paid for the cycle. Less than £500 would be 18% of the value, more than £500 would be 25% of the value.
- \* Return the cycle and equipment to Cyclescheme.



# **Bribery, Corruption and Fraud**

Global Renewables Lancashire Operations Limited (GRLOL) has a strict anti-bribery and corruption policy in line with the Bribery Act (2010). A bribe is defined as giving someone a financial or other advantage to encourage that person to perform their functions or activities improperly or to reward that person for having already done so.

If you bribe (or attempt to bribe) another person, intending either to obtain or retain business for the company, or to obtain or retain an advantage in the conduct of the company's business, this will be considered gross misconduct. Similarly accepting or allowing another person to accept a bribe will be considered gross misconduct. In these circumstances you will be subject to formal investigation under the company's disciplinary procedures, and disciplinary action up to and including dismissal may be applied.

#### Fraud

The Fraud Act 2006 sets out a legal framework whereby it is an offence to make gain for yourself / another or to cause loss to another via:

- False representation: intentionally and dishonestly making false representations.
- Failing to disclose information: dishonestly or failing to disclose relevant information.
- Abuse of position: dishonestly and / or abuse of your position.

GRLOL is committed to the prevention of fraud and to the promotion of an anti-fraud culture. We operate a zero-tolerance attitude to fraud and require staff to act honestly and with integrity at all times and we request all employees report any reasonable suspicions of fraud.

We will investigate all instances of actual, attempted and suspected fraud committed by staff and will seek to recover any funds and assets lost through fraud. Perpetrators will be subject to disciplinary and / or legal action.

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**Global Renewables Lancashire Operations Ltd** 

**Business Operating Management System (BOMS)** 

**Standard Operating Procedure** 

**OBJECTIVES AND APPRAISALS** 

SOP-TL-HR-000-6015

**LEVEL 3** 



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## 1. REVISION STATUS

Issue No	Date	Revision Description	Prepared By	Approved
1	23/09/2014	Initial Revision	M Towers	T. WHITTAKER
2	07/11/2016	Amended	T. Whittaker	T. WHITTAKER

## 2. Introduction

GRLOL will ensure regular performance appraisals with all employees. GRLOL are committed to supporting every employee to reach their potential and achieve their personal goals, which in turn will assist the organisation to achieve its objectives.

The performance appraisal policy is a formal meeting of each employee and their line manager to discuss his/her work. The purpose of the meeting is to review previous achievements and to set further objectives.

## 3. Purpose & Scope

GRLOL is committed to having 1-1 appraisals with all employees on a regular basis. The main objective of performance appraisals is to measure and improve the performance of employees and increase their future potential and value to the company. Other objectives include providing feedback, improving communication, understanding training needs, clarifying roles and responsibilities.

This policy aims to create an Appraisal and Objectives framework to ensure that all employees:

- Have a regular appraisal
- Ensure the appraisal is a two way discussion between the Line Manager and employee
- Know what is expected of them in terms of the standard of their work performance
- Know what is required of them in order to do their job effectively
- Receive recognition for their achievements
- Receive feedback on regular basis which aims to improve and develop their performance
- Identify areas where improvements are needed
- Identify with their line manager their learning and development needs
- Plan their career development where possible

## 4. PROCEDURE

Supervisors and Managers are required to conduct annual appraisals reviews with all employees that report to them.

The line manager and employees need to ensure they prepare for the Appraisal meeting beforehand if a successful outcome is to be achieved. Business and Finance will work with Line Managers to prepare the relevant paperwork in readiness for the appraisal and will send to the employee.

The appraisal will be a 1-1 meeting where all employees can have an open and honest discussion with their line manager

Points that will be discussed during the appraisal are:

- how well the individual has performed since the last meeting and what they have achieved, with examples or other evidence
- how successfully objectives and development plans from the last meeting have been implemented
- factors that have helped or hindered performance
- how the appraise has responded to challenges
- current learning, development and support needed
- potential actions that could be taken by either party to develop or improve performance
- potential directions the individual would like their career to develop
- potential objectives and timescales of these objectives discussed

Once the appraisal has been completed both the line manager and employee will sign the form. A copy will then be provided to the employee. The original document will be sent to Business and Finance who will review and discuss with the Line Manager any training requirements outstanding that are mandatory for their roles.

All appraisal forms will be held on the individuals personnel file.



# Time off to deal with emergencies involving dependents

All employees have the right to a reasonable amount of unpaid time off to deal with an emergency involving a dependant.

A dependant is a spouse, partner, child or parent or a person who lives with the employee (but not a lodger). However, it could also be someone else who reasonably relies on the employee for care, e.g. an elderly neighbour.

Employees can take leave when a dependant:

- falls ill, or is injured or assaulted including mental illness or injury, e.g. emotional distress
- goes into labour

Employees can also take leave when they need to:

- make longer-term care arrangements for a dependent who is ill or injured
- arrange or attend a dependent's funeral
- deal with an unexpected problem in care arrangements, e.g. if a child-minder is unexpectedly unavailable
- deal with an incident involving the employee's child during school hours, e.g. suspension from school

#### How much time off can an employee take?

The right is to reasonable time off. This amount of time isn't fixed - it should simply allow the employee to deal with the immediate problem and put any other necessary care arrangements in place.

For example, an employee would not normally be able to take two weeks off to care for a sick child, but they could take one or two days to take the child to the doctor and arrange for someone else to look after him or her.

#### Emergency time off and protection against detriment or dismissal

GRLOL shall not:

- subject an employee to detrimental treatment for taking emergency time off
- dismiss an employee or select them for redundancy because they took, or sought to take, emergency leave

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## **Overtime Policy**

#### Introduction

In line with the new Company structure, Global Renewables Lancashire Operations Limited (GRLOL) has determined hours required to fulfil each role and this is detailed in an employee's statement of particulars.

The full time working hours for employees of GRLOL is 37.5 hours per week.

All overtime must be pre-approved by your Line Manager and will be determined by business needs.

When considering whether overtime is approved, the Manager must take into account the Working Time Regulations to ensure that the employee does not work in excess of 48 hours. An employee shall not be permitted to work overtime if their hours would exceed 48 hours per week averaged over a 17 week reference period, unless they have signed an opt-out agreement.

For roles which will be paid overtime the following applies:

If an employee's contractual hours are 37.5 hours per week, any hours worked in addition to these are classed as overtime hours and will be paid the overtime rates stated below.

If an employee's contractual hours are less than 37.5 hour per week, any hours worked in addition to their contractual hours but less than 37.5 hours will be paid at normal hourly rate of pay. Hours worked in excess of 37.5 hours will be paid at the overtime rates stated below.

All overtime is worked on a voluntary basis.

Overtime rates applied after 37.5 hours per week:

- Monday to Saturday paid at time and a half
- Sundays paid at double time.

All Bank Holidays will be paid as follows:

#### **Non Shift Workers**

As part of non-shift workers working arrangements they currently receive payment for all Bank Holidays in their monthly salary and are not expected to work a Bank Holiday as part of their normal working week.

If a non-shift worker works a Bank Holiday as overtime they will receive additional payment at time only for the hours worked plus a day off in lieu. This equates to double time as the employee will already have been paid for the day in their normal monthly salary.

#### **Shift Workers (5 shift pattern)**

As part of shift workers working arrangements they currently receive a payment that includes their entitlement to paid Bank Holidays in their monthly salary. As part of their 18 day rest period on the shift pattern all holidays including Bank Holidays have been taken into account.

If a shift workers shift falls on a Bank Holiday (including Christmas Day, Boxing Day and New Year) they will receive additional payment at time only for the hours worked. This equates to double time overall as the employee will already have been paid for the bank holiday in their normal monthly salary. They will not receive a day off in lieu as this has already been incorporated into the 18 day rest period.

This policy is effective from TBC following consultation with GRLOL Board/Employment Committee and TU.



# **Whistle Blowing**

Global Renewables Lancashire Operations Limited (GRLOL) acknowledges that some of us may have concerns about what is happening at work. Usually these concerns are easily resolved, but when they are about some form of malpractice, for example, unlawful conduct, financial irregularity, danger to the individual or damage to the environment (including things that may appear institutionalised), it can be difficult to know what to do.

You may be worried about raising such issues or may want to keep the concerns to yourself, perhaps feeling it is none of your business, or that it is only a suspicion, or that raising the matter would be disloyal to colleagues, managers or to the company. If you do say something, you may fear speaking to the wrong person, raising the issue the wrong way, or simply aren't sure what to do next.

GRLOL has introduced this policy to enable you to raise any concerns you may have about possible malpractice, at an early stage and in the right way. We would rather the matter was raised when it was just a concern rather than waiting for the proof.

The Public Interest Disclosure Act, which came into effect in 1999, gives legal protection to employees against being dismissed or penalised by their employers as a result of publicly disclosing certain serious concerns.

If something is troubling you that you think we should know about or look into, please use the information here. If, however, you are aggrieved about your own personal position, you should use the Company's Grievance Procedure.

These concerns could include:

- Financial malpractice, impropriety or fraud
- Failure to comply with a legal obligation or statutes
- · Dangers to health & safety or the environment
- Criminal activity
- Improper conduct or unethical behaviour
- Attempts to conceal any of these

The Whistleblowing Policy is primarily for concerns where the interests of others or of the company itself are at risk but remember the general rule:

If you have a genuine concern, but are in doubt - then raise it!

#### The Company's Assurances to Employees

#### 1. YOUR SAFETY

The management of GRLOL are committed to this policy, and if you raise a genuine concern under it, you will not be at risk of losing your job or suffering any form of retribution by GRLOL provided you are acting

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in good faith. It does not matter if you are mistaken. This assurance is not extended to those who libel or slander others, act frivolously or maliciously, or who pursue a vendetta.

#### YOUR CONFIDENCE 2.

Harassment or victimisation of anyone raising a genuine concern will not be tolerated. It is recognised however, that a concern may wish to be raised in confidence to protect an employee's identity. GRLOL will maintain this confidence, and will not disclose an identity unless required to do so by law.

If a concern cannot be resolved without revealing an employee's identity (for instance because their evidence is needed in court), we will discuss with them how we can proceed.

Remember that if you do not tell us who you are, it will be much more difficult for us to look into the matter or to protect your position or to give you feedback. Accordingly, while we will consider anonymous reports, this policy is not appropriate for concerns raised anonymously.

#### **HOW WE WILL HANDLE THE MATTER**

In raising a concern employees should be prepared to use the following format:

- the background and history of the concern (giving relevant dates);
- the reason why you are particularly concerned about the situation;
- the name(s) of any colleagues/employees who you consider are either directly involved or can help with further information.

The earlier you express the concern the easier it is to take action.

Although you are not expected to prove beyond doubt the truth of an allegation, you will need to demonstrate to the person contacted that there are reasonable grounds for your concern.

You may wish to consider discussing your concern with a colleague first and you may find it easier to raise the matter if there are two (or more) of you who have had the same experience or concerns.

You may invite a fellow worker, a trade union representative or an official employed by a trade union to be present during any meetings or interviews in connection with the concerns you have raised.

Once you have told us of your concern, we will look into it to assess initially what action should be taken. Where appropriate, the matters raised may:

- be investigated by management, Lancashire County Council Internal Audit, or through the disciplinary process;
- be referred to the police;
- be referred to the external auditor;
- form the subject of an independent inquiry.

In order to protect individuals and those accused of misdeeds or possible malpractice, initial enquiries will be made to decide whether an investigation is appropriate and, if so, what form it should take. The overriding principle which the GRLOL Management / Council will have in mind is the public interest. Concerns or allegations which fall within the scope of specific procedures (for example, child protection, safeguarding or discrimination issues) will normally be referred for consideration under those procedures.

Some concerns may be resolved by agreed action without the need for investigation. If urgent action is required this will be taken before any investigation is conducted.

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Within ten working days of a concern being raised, the responsible person will write to you (if you have taken the decision to disclose your contact details) as follows:

- acknowledging that the concern has been received;
- indicating how we propose to deal with the matter;
- giving an estimate of how long it will take to provide a final response;
- telling you whether any initial enquiries have been made;
- supplying you with information on staff support mechanisms, and
- telling you whether further investigations will take place and if not, why not.

The amount of contact between the officers considering the issues and you will depend on the nature of the matters raised, the potential difficulties involved and the clarity of the information provided. If necessary, the officers will seek further information from you.

Where any meeting is arranged, off-site if you so wish, you can be accompanied by a fellow worker, a trade union representative or an official employed by a trade union.

The Management / Council will take steps to minimise any difficulties which you may experience as a result of raising a concern. For instance, if you are required to give evidence in criminal or disciplinary proceedings Management / the Council will arrange for you to receive advice about the procedure.

Management / the Council accepts that you need to be assured that the matter has been properly addressed. Thus, subject to legal constraints, we will inform you of the outcome of any investigation.

If you do have any personal interest in the matter, we do ask that you tell us at the outset, and if your concern falls more properly within the Grievance Procedure, we'll let you know.

## **Raising a Concern**

#### STEP 1

If you have a concern about malpractice, we hope you will feel able to raise it first with your line manager. This may be done verbally or in writing.

#### STEP 2

If you feel unable to raise the matter with your line manager, for whatever reason, please raise the matter with either the General Manager or the Business and Finance Manager.

Please tell us if you want to raise the matter in confidence, so that the appropriate arrangements can be made.

#### STEP 3

If these routes have been followed and you still have concerns, or if you feel that the matter is so serious, or involves any one of the above, that you cannot discuss it with any of them, please contact Whistleblowing Complaints Section at Lancashire County Council as detailed below:

Concerns may be raised verbally, in writing, or by using the whistleblowing complaints email address (WhistleblowingComplaints@lancashire.gov.uk). Calls to the Whistleblowing Line can be made on 01772 532500 where you will be directed to press 1 for financial matters and 2 if it relates to any other concern. Concerns can also be made in writing and correspondence should be sent to the Corporate HR

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Team, HR Service, Lancashire County Council, PO Box 78, County Hall, Preston, PR1 8XJ or Internal Audit, Lancashire County Council, PO Box 100, Preston, PR1 0LD.

## **Independent Advice**

If you are unsure whether to use this procedure or you want independent advice at any stage, you may contact the independent charity **Public Concern at Work** on 020 7404 6609 or you can email their UK advice line: whistle@pcaw.org.uk. Their lawyers can give you free confidential advice at any stage, as to how to raise a concern about serious malpractice at work.

#### **External Contacts**

We hope this policy gives you the reassurance you need, to raise such matters internally, but we recognise that there may be circumstances where you believe you should report matters officially, for example to outside bodies such as Regulators (such as the Environment Agency, Health and Safety Executive) or the Police. Public Concern at Work will be able to advise you on such an option, and on the circumstances in which you may be able to contact an outside body safely. The following are possible contact points:

Public Concern at Work	Public Concern at Work Suite 301 16 Baldwins Gardens London EC1N 7RJ 020 7404 6609
The Audit Commission	The Audit Commission  1st Floor, Millbank Tower, London SW1P 4HQ  020 7404 6609
Lancashire Constabulary	Lancashire Constabulary Headquarters PO Box 77 Hutton Preston PR4 5SB  0845 1253545
HM Customs and Excise	Customs Confidential Freepost SEA 939 PO Box 100 Gravesend, Kent DA12 2BR 020 7404 6609

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The Information Commissioner	The Office of the Information Commissioner Wycliffe House, Water Lane Wilmslow, Cheshire SK9 5AF
The Environment Agency	National Customer Contact Centre PO Box 544 Rotherham S60 1BY 0800 807060
Health and Safety Executive	Redgrave Court Merton Road Bootle L20 7HS 0845 345 0055

If you do take the matter outside the Council, you should ensure that you do not disclose confidential information. You should check with the relevant contact point that you are not disclosing confidential information.