**Performance Improvement Policy**

# Part I: Policy Details

## What does this policy cover?

Sometimes an employee’s ability to perform their duties becomes affected, by all manner of factors, which might include the fact that the employee’s health deteriorates (temporarily or permanently), or perhaps the employee’s job has essentially changed over a period of time and the employee is not able to keep pace with those changes and starts to struggle.

This policy covers what happens when an employee starts to perform poorly.

It does not cover sickness or sickness absence or issues with performance that relate to employee misconduct, and you should refer to our absence management policy and disciplinary policy for more information on those topics.

On occasion, [Name of business] may need to consider issues affecting employee performance by reference to more than one of our employment policies at the same time. This might happen, for example, where we start to consider performance issues under this policy, and it transpires on investigation that this is in fact a performance problem caused by employee misconduct. Should this happen, we will not repeat any steps already taken unnecessarily, and we will consider any action taken by [Name of business] so far to have been taken under the other policy instead of, or as well as, this one.

We understand that it can be difficult to have discussions about performance improvement. We aim to deal with any performance issues sensitively, constructively and, where possible, in confidence.

However, it is important for our business that our employees perform to a satisfactory standard and we have a responsibility to all our employees to ensure that each of them performs to an acceptable level that does not negatively impact their colleagues.

Ultimately, if we cannot achieve a position where the performance of the employee in question has improved, to the required standard and in the time frame set, we may need to consider dismissal of the employee for poor performance/capability. The basis on which we may do this is covered towards the end of this policy.

## Who does it apply to?

All employees and workers. It does not apply to self-employed contractors, workers, and agency workers.

## It is not part of your employment contract

This policy is not part of your employment contract. We, [name of business], may amend this policy at any time.

# Part II: Our procedure for handling employee performance improvement matters

This is the procedure that [Name of business] will follow when matters of employee performance arise.

There are 5 potential stages within our policy for dealing with cases of poor performance – although we may vary this, depending on the circumstances:

* 1. Informal discussions and fact finding: if poor performance is identified and not resolved by the informal stage, then in most cases, we’d expect to move to the...
  2. First performance improvement meeting: this is followed by the issue of a first performance improvement notice, if the need for improvement is confirmed; and performance must improve according to the targets and time frames set in this notice, otherwise, we will typically call a...
  3. Final performance improvement meeting: which will be followed by the issue of a final performance improvement notice, which works on much the same basis as the first notice. If there is still not improvement to the standard(s) set in the first performance improvement meeting and we find that no other reasons have come into play to adversely effect your performance, we may be obliged to consider...
  4. Dismissal for capability, which is not a decision or action that we take lightly.
  5. You have the right to appeal against any performance improvement notice given to you in a dismissal decision, or other formal action taken by [Name of business] in accordance with this policy, such as your redeployment to a different role or demotion.

We may decide to extend the time scale for improvement in our discretion.

Equally, if performance is seriously below standard, we may even skip a stage and go directly to a final performance improvement meeting. Where poor performance constitutes gross negligence, we may move straight to dismissal. (These circumstances are all covered in more detail below.)

## Informal discussions

We aim to raise any performance concerns with employees as soon as they come to our attention and, wherever possible, in a manner that is designed to quickly and informally resolve them.

These informal discussions will aim to give us a clear understanding of:

* 1. why an employee’s performance is not to the standard expected, and
  2. how the employee considers they are doing and
  3. why, if the employee is aware that there is a problem, they believe it is arising.

We will then apply what we learn from this (or these) discussion(s) to work with the employee to try to improve and resolve the position. Measures that we may suggest include provision of training, additional support with particular duties, counselling, regular meetings with appropriate personnel attending and monitoring the employee’s performance going forward. All of these measures are designed to support the employee and improve the situation.

## Investigating before taking any formal action

We will examine the facts and properly investigate the potential causes of any poor performance that has been raised. The means by which we investigate may vary to suit the particular circumstances. It may include considering an employee’s appraisals, performance records, work product and speaking with the employee and the person to whom they may report.

## The right to be accompanied

If that employee is you, then during any meeting that takes place under this policy, whether informal or formal, you may bring someone with you. That person is generally a work colleague or, if relevant, a trade union representative.

We will remind you of this entitlement when we send you a meeting invite. You must then let us know if you intend to invite someone to accompany you and who that person is, as well as their relationship to you (if this is not known to us). You will be responsible for making their attendance (including any travel) arrangements and costs.

You are entirely free to choose a work colleague to accompany you. If you do choose a work colleague, please be aware that, on occasion, we may need to adjust scheduled meeting timings, to ensure that we can ensure your colleague’s attendance (and absence from their usual work duties) does not cause any operational challenges.

## Speaking on your behalf

If you would prefer them to do so, your companion may present the key points of your case and they may also speak openly on your behalf at the meeting. You should feel free to seek their views and confer with them during the meeting and you are entitled to leave the room for reasonable periods of time to do so.

Your companion is not permitted, however, to answer questions put directly to you or try to prevent the Company asking questions or outlining its views.

## First formal performance improvement meeting

If it is not possible to resolve our poor performance concerns during the informal process outlined above, then we will write to you advising:

* 1. that we will be instigating our formal performance improvement process because we have concerns about your performance (and those concerns will be set out in detail in this communication)
  2. that we invite you to a meeting on a specified date and at a named location, where your performance will be discussed
  3. the potential outcomes of this meeting.

The letter may also attach copies of any relevant materials relating to the matter.

Just as before, you have a right to be accompanied and the same rules apply as are outlined above.

You are expected to attend this meeting. Please make every effort to do so. However, if you are unable to attend the initially proposed time, we will normally reschedule it provided that this is for a good reason.

We may, however, be obliged to decide the outcome without you being present, and we will in any case only reschedule the meeting once, unless there are very good reasons to justify a second rescheduling.

If we decide at any point during the process that no further action will be taken, we will inform you of that and that will conclude the proceedings.

## Format of the meeting

We will go through all the details at the meeting so that:

1. you fully understand our concerns with your performance and the standards of performance we need you to meet,
2. you have adequate opportunity to respond to what we say (or to what any witnesses that we call might say),
3. you are able to ask questions of us, and
4. you’re given a fair chance to offer explanations for the concerns that we have identified.

In particular, we will want to understand whether you consider that a medical condition or personal issues or other factors are affecting your performance. We may wish to take medical or other professional advice where necessary, so that we can properly consider any reasonable adjustments.

We will also raise with you any targets for improvement that we need you to meet and the relevant timescale for that improvement. If we identify the need for other actions to support you in meeting these targets, (e.g. training, shared duties, closer supervision or counselling, for instance), we will discuss the availability of this support with you, as well as our proposed plan for how we would expect to see it implemented.

## Witnesses and evidence

You may also invite witnesses to attend the meeting and/or provide documentation or other evidence on which you intend to rely at the meeting. If you intend to invite witnesses or provide other materials, you must inform us as soon as possible and provide those materials promptly (at least 24 hours before the scheduled meeting), giving us reasonable time to consider them.

If there are any questions you want us to put to any witnesses that we might call, please tell us and (unless there is a good reason not to) we will make sure they are asked.

## Recording the meeting

## [We will not record this meeting without your knowledge. Please do not record the meeting without our knowledge and consent. If, at any time, you have concerns about our grievance process or the individual(s) leading it on our behalf, you should tell us promptly and openly, so that we can address your concerns.]

## OR

[We may record this meeting, but we will not do so without telling you. You may of course record the meeting if you wish to do so; but please tell us beforehand if you intend to do so, as it would be discourteous to make a covert recording.]

1. **First performance improvement notice**

If the conclusion of the formal meeting is that improved performance is required, we will aim, within 2 weeks of that meeting, to provide you with what is called a ‘performance improvement notice’. This written notice sets out:

* 1. precisely what performance you need to improve and how we require that improvement to be achieved
  2. your targets and time scales for achieving and evidencing that improvement
  3. whatever support we will provide so that you can achieve these targets and time scales, (e.g. monitoring, training, supervision, etc.)If your performance problem stems from insufficient skills, any performance improvement notice may include a plan of training, mentoring, or other development activities to help you develop and apply the skills necessary to perform at the required standard. ‘Skills’ in this context includes any and all technical skills, soft skills (such as interpersonal and communication), and other relevant characteristics that you must evidence in your job to be effective to the required standard.
  4. a date, within a reasonable time frame, on which we will review your performance and your success in achieving the improvement targets
  5. the potential outcomes if you do not manage to improve and hit the targets set during the relevant time scale and/or if you demonstrate additional poor performance in other areas.

Performance notices go ‘on the record’ and are attached to your employee work file. Normally, this notice will only remain on your record for 6 months from the date it is put in place, unless you already have an active performance improvement notice in place or your performance improves for a period of time but then deteriorates once again once the notice period expires. In those circumstances, we may keep the notice on your record for longer.

If your performance improves and you meet the targets set and your performance stays constantly at the required level after that, this should be the end of the process.

## Final performance meeting and notice

At each stage of the process, your performance will be monitored and evaluated, resulting in conclusive assessment at the end of the relevant review period.

If:

* 1. your performance has improved to a satisfactory standard, no further action will be taken
  2. substantial improvement has been made, but your performance still falls short of the required standard, we may extend the review period
  3. there is no improvement to a satisfactory level, you will be invited to a final performance improvement meeting.

The outcome of this meeting may well be that you are issued with a final performance improvement notice, which will work in the same way as the first one.

However, if:

1. your poor performance is serious, and the facts warrant it, we may skip a stage of the procedure
   1. For example, for serious poor performance, we may move straight to a final performance improvement meeting
   2. If you are grossly negligent, justifying us dismissing you without any written warnings, we may move straight to the meeting for potential dismissal described below
2. your poor performance is more to do with refusing to work to acceptable standards (rather than difficulties doing it), we may invoke our disciplinary policy and proceed on misconduct grounds

## Dismissal for poor performance

We may invite you to a third meeting if:

* 1. your performance has not improved to the standard required by the end of the final performance improvement notice period
  2. and/or your performance has been grossly negligent

At this meeting, we might decide to extend your improvement review period. Or you could be dismissed for capability.

Dismissal is not a foregone conclusion and we do not take such a decision lightly. We will carefully reconsider whether there are any realistic expectations of you significantly improving your performance within a reasonable time. We may also consider other less substantial measures, such as placing you in a different role (potentially one with less responsibility).

We will provide you with our decision in writing, generally within 2 weeks of this meeting.

## Your right to appeal

You are entitled to appeal against:

* 1. any performance improvement notice directed at you
  2. a decision to dismiss you, or
  3. any other formal action taken in accordance with this policy, such as your redeployment to another role or your demotion.

To appeal, you must write to [specify contact person] within 2 weeks of being sent the relevant performance improvement notice or letter listed above. Within your communication, you must explain exactly why you are appealing.

Your appeal will then be discussed at an appeal meeting, to which you will be invited. We will endeavour, so far as is possible, to structure the appeal meeting so that it is led by an appropriately senior member of staff who did not lead the meeting at, or following, which the decision you’re appealing was made.

You’re entitled to be accompanied at this meeting, in the same way and according to the same rules as the other meetings in this policy.

## Decisions, on appeal

Following any appeal meeting, we will usually have our final written decision to you within 2 weeks of that meeting. There is no further right of appeal against that particular stage of our process, but if you’re not appealing the very final decision in the process, you are still entitled to appeal later decisions if you wish.