**DISCIPLINE & TERMINATION POLICY**

This policy contains guidance on performance and conduct management, and the discipline and termination consequences that may follow. It is strictly for general guidance purposes only and aims to provide personal trainers, third-party providers, gym staff and management with an understanding of the procedures that may be followed in certain circumstances.

Insofar as this policy imposes any obligations on the Company, those obligations are not contractual and do not give rise to any contractual rights.

The Company may unilaterally introduce, vary, remove or replace this policy at any time.

**WHAT CONSTITUTES POOR PERFORMANCE?**

A personal trainer, third-party provider and/or gym staff’s performance will be considered poor or unsatisfactory if they are repeatedly not meeting the requirements of their role (as set out in the sub-contractor contract [check name of this contract], Company policies, or as communicated to the personal trainer, third-party provider and/or gym staff otherwise). Poor performance may be observed by the manager [DEFINE WHO IS MANAGER ie gym manager] or other relevant person and may or may not be the result of a formal performance evaluation.

**WHAT CONSTITUTES MISCONDUCT?**

Misconduct includes, but is not limited to:

* Unauthorised absenteeism;
* Unacceptable behaviour towards managers/ supervisors/ employees/ clients/ customers of the Company;
* Inappropriate or dishonest behaviour in the workplace;
* Any instances of harassment and/or bullying;
* Non-compliance with Company policies, procedures or practices;
* Failure to follow lawful and reasonable direction from the Company or an authorised representative of the Company.

Depending on the nature of the poor performance or misconduct, a number of disciplinary steps may be taken. The action taken will depend on the nature and severity of the conduct. The steps below are listed in order of seriousness of the poor performance and/or misconduct, however, they do not need to be followed in sequential order and how any matter is dealt with is always at the complete discretion of the Company.

**INFORMAL COUNSELLING**

The Company may informally counsel a personal trainer, third-party provider or staff member in order to assist the individual to better understand workplace practices, the required level of conduct and/or performance or any other matter the Company feels it appropriate to raise with the individual for their development. If the individual continues to engage in the conduct and/or poor performance which has subject of informal counselling, their individual may be subject to any of the disciplinary procedures set out below up to and including termination of contact.

**FORMAL DISCIPLINARY PROCESS**

If the individual’s performance or conduct does not improve following informal counselling, the Company may decide to commence a formal disciplinary process. This process may also be followed without prior informal counselling, where the seriousness of the performance or conduct issues mean it is appropriate to move straight to this stage.

The individual will usually be given written notification to attend a meeting in relation to the individual’s performance or conduct. Generally, the individual will be given at least 24 to 48 hours’ notice of the meeting. The letter will set out the performance or conduct issues to be discussed and warn the individual of the potential outcomes of the disciplinary process.

The Company will offer the individual an opportunity to have a support person present during the meeting. The support person is not entitled to play an active role in the meeting and is not entitled to speak on behalf of the individual, but may provide support, guidance and advice to the individual (in private if they so wish).

Generally, the following process will be followed in the disciplinary meeting:

* The Company will explain to the individual why the individual’s performance is not meeting the expected standards (by reference to the [PT Handbook – ZeroW equivalent], contract, code of conduct, etc) or elaborate on any allegations of misconduct;
* The individual will be provided with an opportunity to respond to all such issues;
* The Company will explain the potential outcomes of the meeting and the individual will be given an opportunity to respond to this (for example, if termination is being considered, the individual should be given an opportunity to say while they feel this is inappropriate).

Possible outcomes of the meeting include (but are not limited to): no action being taken, the need for further investigation, a verbal warning, a performance improvement plan, a written warning, termination of contract and termination of contract without notice (only in cases of serious misconduct). These are discussed further below.

**NO ACTION TAKEN**

In certain circumstances the Company will decide that no action will be taken against the individual (because, for example, the allegations of misconduct are found to

be unsubstantiated). In this situation the Company will generally confirm the outcome of the disciplinary meeting (and that no action is to be taken) in writing.

**FURTHER INVESTIGATION**

In some circumstances the Company will need to undertake further investigation following the disciplinary meeting in order to decide on the appropriate action to take. This may occur when, for example, there are conflicting versions of events and the Company is not in a position to make a finding on the issues/allegations.

**VERBAL WARNINGS**

A verbal warning will generally be appropriate where the individual's performance or  
conduct has not improved following informal counselling, or in relation to an incident that is not serious enough to warrant a written warning. A verbal warning will involve warning the individual that if their performance or conduct does not improve, they may be subject to more serious disciplinary action.

A written record of the verbal warning should be kept.

**PERFORMANCE IMPROVEMENT PLAN (PIP)** [NEED TO CREAT A PIP]

A performance improvement plan (or "PIP") is generally used where issues have been identified in an individual's performance that need to be improved. A PIP will set clear goals or targets that the individual is expected to meet by certain dates. The Company will review the individual's performance during the period of the PIP and assist the individual in trying to improve their performance. If the individual's improvement does not improve the individual may be required to attend a disciplinary meeting and may be issued a written warning. If the individual's performance does not improve after being issued one or more warnings, they may be required to attend a disciplinary meeting and (if no reasonable excuse can be given for the failure to improve) their contract may be terminated.

**WRITTEN WARNINGS**

In the event that the Company has serious concerns about an individual's performance or conduct, a written warning may be issued to the individual. This may (but will not necessarily) occur following continued or repeated behaviour raised in earlier informal counselling or in a verbal warning. There may be instances where a written warning may be issued in the first instance, based on the seriousness of the poor performance or conduct.

A written warning will generally inform the individual:

* Of the individuals' performance or conduct issues that have been found to be an issue;
* Why the Company did not find the individual's response to such issues in the disciplinary meeting to be acceptable;
* Of a reasonable timeframe within which the individual must remedy their poor performance and/or conduct;
* That if the individual continues to under-perform or engage in misconduct, other disciplinary action may be taken, up to and including termination of contract.

**TERMINATION OF CONTRACT (WITH NOTICE OR PAYMENT IN LIEU OF NOTICE)**

Poor performance or misconduct may lead to the termination of an individual’s contract (either with notice or payment in lieu of notice).

The number of warnings provided to an individual prior to termination of their contract may vary depending on the circumstances. For example, it may in some circumstances be appropriate for the Company to provide the individual with a number of warnings in relation to the same poor performance or conduct where such poor performance or conduct is of a relatively minor nature, before terminating the individual’s contract.

Similarly, the Company may provide an individual with a number of warnings where an individual engages in misconduct or poor performance which is separate to that which was the subject of an earlier warning, or which was not reasonably proximate in time to an earlier warning.

In extreme cases of poor performance or misconduct it may be appropriate to terminate contract without any previous warnings having been given.

At the disciplinary meeting, the individual will be given an opportunity to explain why they consider termination of contract is not appropriate prior to the Company taking a final decision.

**TERMINATION OF CONTRACT WITHOUT NOTICE (“SUMMARY DISMISSAL”) IN CASES OF SERIOUS MISCONDUCT**

Serious misconduct is wilful and/or deliberate behaviour by an individual that is inconsistent with the continuation of contract, including but not limited to:

* A material breach of the individual’s contract;
* Serious failure in the performance of duties or improper or inappropriate use of the individual’s position;
* Wilful violation of any law or rule of a regulatory body;
* Deliberately diverting clients or business away from the Company;
* Accepting bribes or secret commissions;
* Any conduct that in the reasonable opinion of the Company constitutes a serious or potentially serious conflict of interest, including working for a competitor during the term of the individual’s contract;
* Refusal to comply with a lawful and reasonable direction given by management or any other person duly allowed by the Company;
* Dishonest behaviour and/or acting in a way that is inconsistent with the best interests of the Company;
* Deliberately providing false or misleading information to the Company or any of the Company’s clients or suppliers;
* Being convicted of a criminal offence which, in the reasonable opinion of the Company, may have effect of bringing the Company into serious disrepute or affecting the ability of the individual to meeting obligations under the individuals contract;
* Theft or misappropriation of Company property;
* Being under the influence of alcohol or/or illegal drugs whilst at work or on Company property;
* Acting in a way which in the reasonable opinion of the Company may injure or be likely to injure the business or reputation of the Company;
* Act of bullying, harassment or discrimination;
* Threatening, violent, or offensive behaviour;
* Conduct that causes imminent, and serious risk to the health, or safety, of a person or the reputation, viability or profitability of the Company.

At the disciplinary meeting, the individual will be given an opportunity to explain why they consider termination of contract without notice is not appropriate prior to the Company making a final decision.

**RECORD KEEPING**

Records of verbal warnings and any written warnings will be placed in an individual’s personnel file.

**DECLARATION:**

My signature attests to my knowledge, understanding and acceptance of the Discipline & Termination Policy.

I acknowledge a breach of this policy could lead to the termination of my contract.

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| Name | Signature | Date |
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