Template 19 - Letter of Termination (Following Written Warnings)

<<Date>>

<<Employee Name>>

<<Address>>

Dear <<insert employee name>>,

Termination of your Employment

I am writing to you about the termination of your employment with <<insert company name>>.

I refer to our meeting on <<insert date>> at which <<insert others at meeting>> were also present. In that meeting, you were advised that <<insert advice given to employee regarding improvement of conduct e.g. outline deadlines for improvement, specific performance targets set, etc.>>. You were issued with a formal warning letter on <<insert date>>.

On <<insert date>> you had a second meeting with <<insert others at meeting>> and you were advised that your <<conduct/performance>> had not improved to the level required and <<company name>> continues to be concerned about your conduct/performance. You were issued with a second/final letter on <<insert date>>. This letter indicated that your employment may be terminated if your <<conduct/performance>> did not improve by <<insert date>>.

**OPTIONAL**: You also attended a meeting with <<insert others at meeting>> on <<insert date>>. In that meeting you were issued with a final warning letter. This letter indicated that your employment may be terminated if your <<conduct/performance>> did not improve by <<insert date>>.

We have carefully considered your response to the abovementioned concerns and do not find that your response explains, justifies or excuses your conduct/performance. Further we consider that your <<conduct/performance>> is still unsatisfactory and have decided to terminate your employment for the following reasons:

<<insert reasons relating to performance or conduct e.g. e.g. regularly arriving late, not completing required task despite warnings, etc.>>

<<option 1>> Based on your length of service, your notice period is <<refer to 5.1 for number of weeks required>>. Therefore, your employment will end on <<insert future date to cover all of the weeks you need to give notice – see 5.1>>.

**<<OR>>**

<<option 2>> We do not require that your serve out your notice period and have elected to pay you in lieu of your notice period. Based on your length of service, your notice period is <<refer to 5.1 for number of weeks required>> weeks. In lieu of receiving that notice, you will be paid the sum of $ <<insert amount>>.

You will also be paid your accrued entitlements and outstanding remuneration, including superannuation, up to and including your last day of employment.

Please ensure that all <<insert company name>>’s property in your possession is returned to me no later than <<insert date>>.

Yours sincerely,

<<Name and signature of Senior Manager>>