Mutual Separation Discussion Document

Introduce parties to the meeting

* As you are aware, we provided you with feedback [enter dates and provided feedback at our 1:1’s] regarding the [state the issue] not meeting expectations. In addition, there continues to be ongoing issues with []. Finally, the [] is below expectations.
* Since [Dates], we have outlined our expectations and monitored your progress through our 1:1’s [go through the areas where the employee has not been performing his / her role as outlined by what was discussed at the 1:1’s].
* I believe that I have given you ample opportunity and guidance, to improve your performance for your role.
* As a result of a review and our recent discussions, we have convened this meeting to advise you of my concerns of the increasing impact this is having on the team. This meeting is to advise you of our concerns and to talk to you about the impact of your performance on your employment.
* To this point in our relationship, you have not demonstrated to me a sustained willingness or capacity to make the necessary changes that we outlined in 1:1’s.
* The limited improvement in performance results that I have observed since [Date], reinforce to me reservations about your capacity to make these changes in the future. As such, I have to be completely honest with you and say that I do not believe your behaviour or performance is going to change, in which case I will be directing to move to commence the formal performance management process.
* Before we do commence the performance management process, I believe there is an opportunity here for both parties to mutually agree to separate.

The purpose of this meeting is to put a proposal to you, [name], regarding ceasing your employment. As a result of our recent discussions and in consideration of your role, tenure and personal circumstances, we now believe there is an opportunity here for us to mutually agree to separate.

Proposal Regarding Ex Gratia Amount

* That this offer is made on a without prejudice and confidential basis.
* [Name], I recognise that this may be a difficult time for you and I am committed to assisting you in any way that I can.
* [Name], you are free to speak to your legal and financial advisor. I would like to inform you that the proposal that I am discussing with you today is not to be discussed with any other employee or customers of Company. A breach of this condition will void the offer.

As recognition of your service with [], and a gesture of goodwill, I would like to offer you on a without prejudice basis an ex gratia amount of [] week’s salary. Attached is an indicative calculation.

* I would like to formalise the arrangements by which you accept the ex gratia amounts and your transition out of [Company] with a standard separation deed.

This Proposal Requires that**:**

* You review the attached copy of the Deed of Release.
* You review the indicative calculations.
* You provide your agreement to the proposal by date close of business.
* Your exit from the business will be classified as a resignation.
* No further contact is to be made by you with []’s clients and customers.
* [Name], it is vital for you to be clear that this without prejudice offer is a ‘one time’ offer. If we do not reach an agreement, it will be taken off the table. I am looking to you to be in a position to execute the Deed by [].
* I suggest you now take the time at home to properly consider the separation deed and have the appropriate discussions with your family, lawyer and accountant, as appropriate. The terms of agreement and what we have discussed today will be kept confidential by us and must be kept confidential by you.
* I would like your transition from the organisation to be as smooth and constructive as possible as I am sure you would also. This could include us agreeing how to best position and communicate your exit internally and to the external market to ensure that your achievements with the [Company] are publicly recognised. I would plan to communicate this on [Date].

If [Name] asks whether the figure is negotiable. This is our full and final proposal, or see what they come back with in terms of the offer, or I am happy to consider any reasonable proposal that you wish to make.

Next Steps

* If [Name] immediately agrees to proposal:

Can you sign the Deed of Release and forward it back to me. Payment will be made within seven (7) business days of the date of its receipt of the fully executed Deed by both parties, into your bank account

* If [Name] requires time to consider proposal:

I am prepared to give you until [].

If I do not hear from you by the agreed period of time – I will assume that you have declined this opportunity of this ex gratia payment of [] week’s salary. In this event, we will need to commence the formal performance management process.

I will provide you with written confirmation and I will arrange for us to speak early next week to formalise an Action Plan setting out my expectations regarding your performance and conduct.

Obviously, you are free to speak to your legal and financial Advisors and immediate family on the basis that they are aware that the offer is confidential and without prejudice, but the proposal is not to be discussed with anyone else, including other employees or clients/customers of []. A breach of this condition will void the offer.

Communication

* [], I would like to keep the lines of communication open and suggest we discuss this matter further by telephone to understand where your thinking has got to.
* My aim is to finalise these matters as soon as possible.
* I ask that you do not speak to any staff or clients while we progress these *without prejudice* negotiations/discussions.
* I also recognise that you may wish to farewell your team and colleagues in your own way and after you have had a chance to reconcile with what we have discussed, I am willing to discuss what you would like to do in this regard.