

Guidance Notes	Probationary Period
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1. Introduction

- 1.1 A probationary period is a trial period for a new employee. It allows both the employer and the employee to assess objectively if the new recruit is suited to the role, taking into account the individual's overall capability, skills, performance and general attitude.
- 1.2 There is no legal requirement to use probationary periods for new employees but using them can help to identify the probability that new employees will succeed in their employment. Not using a probationary review process may result in an employee being retained indefinitely.
- 1.3 After two years of continuous employment, employees have the right to claim unfair dismissal. Clearly, this right does not apply for employers to identify and address issues of capability during the probationary period.

2. Length of probationary period

- 2.1 There is no standard probationary period; the length of time needed objectively to assess an employee's performance will depend on the complexity and scope of the role.
- 2.2 Usually, a probationary period of six months' duration will be appropriate for unskilled, clerical or junior professional roles; and six months or more for senior or professional roles.

3. Progress meetings

- 3.1 There should be regular meetings during the probationary period to monitor the new employee's progress.
- 3.2 Notes should be kept of these meetings.

4. Probationary periods for internal transfers

- 4.1 An employer may apply a probationary period to an employee who transfers or is promoted into a new role. Employers will normally only do this when the duties or responsibilities of the new role are completely different from those of the previous role.
- 4.2 The employee's continuous employment will not be affected by the promotion or transfer and will remain the same from the employee's first day with the company.
- 4.3 If the employee does not meet the requirements required for the new position and there are no suitable alternative roles available, the employer may have no option but to terminate the employment (see below).
- 4.4 In these circumstances, the employee does not have the right to return to his/her original job unless it was agreed as part of the terms of the transfer/promotion.

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