

**Note: Delete this page and following page (total 2 pages) once you complete tailoring the template for your own business**

## **General Information**

The probationary period also allows the employee sufficient time to get to learn the job and find out if the job meets their expectations.

It is important that the probationary period be specified in writing before an employee commences work. One appropriate way to manage this is to provide the employee with a written contract of employment prior to them commencing.

The usual period for probation is three months. However, because employees of non-excluded employers must serve a minimum employment period of either **6 or 12 months** depending on the size of the employer before they can commence an unfair dismissal claim, the probationary period can typically be for **6 to 12 months**.

It is possible to have a longer probationary period by written agreement between the employer and the employee before the employment commences if the period is reasonable having regard to the nature and circumstances of the employment. However, this is generally not viewed favourably by courts and tribunals unless the work is complex and assessment of the employee is difficult to carry out, in order to justify a longer period.

Employers should also be conscious that if an employee's probation extends beyond the minimum employment period required to commence an unfair dismissal claim, there is **no** protection from unfair dismissal.

If this probationary policy is to be applied to transferring employees (i.e. new employees starting because of a transfer of business of their old employer), there are certain requirements in relation to their offer of employment. Legal advice should be sought in relation to these matters when considering a transfer of business.

## **How to complete this template**

### **Designed to be customised**

It is completely customisable based on your specific requirements.

### **Include what you must and can comply with**

This document should be used in conjunction with your contract of employment, and any specific company procedures and processes. Only include the commitments you are confident you can comply with, make sure you update and review the document regularly.

**Important:** You may have legal obligations to your employees under an employment or industrial agreement such as an award, workplace agreement or employment contract. Make absolutely certain what's written in this document is consistent with these. If you're unsure what covers your employees, FIAA Members can contact FIAA's workplace advice team on 1300 FIAA 4U or on 02 4340 2000 for further advice/assistance.

**To complete the template:**

1. Using Word's Replace function, search for (INSERT COMPANY NAME) and replace with your company name.
2. Replace (items in brackets) with your own wording.
3. Once you have finished work on the template, delete the first TWO pages of the document.

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SAMPLE

## Probationary Policy

### 1. Purpose

- 1.1 (Insert company name) requires all new employees to complete a period of probationary employment (the 'probationary period'). The purpose of this Probationary Policy ('Policy') is to explain (insert company name)'s approach to the probationary period, i.e. to assess the suitability of new employees before ongoing employment is confirmed.

### 2. Commencement of Policy

- 2.1 This Policy will commence on and from XX/XX/XXXX. It replaces all other probation policies.

### 3. Application of the Policy

- 3.1 This Policy applies to all new employees of (insert company name), including employees whose employment has transferred to (insert company name) as part of a transfer of business arrangement (a 'transferring employee').
- 3.2 This Policy does not form part of any employee's contract of employment. If a term of this Policy is inconsistent with an employee's contract of employment or any relevant industrial instrument, the contract or industrial instrument will prevail over this Policy to the extent of any inconsistency.
- 3.3 This Policy does not affect the minimum employment period under the *Fair Work Act 2009 (Cth)*.

### 4. Probationary period

- 4.1 New employees of (insert company name) will be employed for a probationary period of six (6) months.
- 4.2 (Insert company name) will endeavour to assess an employee's performance and conduct throughout the probationary period and provide feedback about these issues. The continued employment of the employee is dependent upon their successful completion of the probationary period.
- 4.3 Where the employee's performance and/or conduct does not meet, the standard required for the job, (insert company name) may elect to terminate the employee's employment with the requisite period of notice or payment in lieu of notice.

### Variations

*(Insert company name) reserves the right to vary, replace or terminate this Policy from time to time.*

**\* THIS IS ONLY A PREVIEW OF THE DOCUMENT, YOU WILL NEED TO PURCHASE THE DOCUMENT TO SEE ALL THE CONTENT.**

*\*Please Note: As a Business Plus or Premium FIAA Member you can download all the policies on our website for free or have them customised specifically for your business at no additional charge. FIAA Members can also request policies and resources which are not on our website through our HR Department. This is just one of the many services that are included with our annual membership subscription.*