

PROBATIONARY POLICY



VANTAGE ACADEMY TRUST

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*subject to any relevant changes in legislation or other appropriate guidelines

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INTRODUCTION

- 1.1 It is the policy of SS Simon and Jude Multi Academy Trust, trading as Vantage multi Academy Trust (herein 'the Trust') to operate probationary periods for all new employees, and in some cases at the Trust's discretion in respect of employees who have been transferred or promoted into different posts.

PURPOSE

- 2.1 This policy is intended to allow both the employee and the Trust to assess objectively whether or not the employee is suitable for the role. The Trust believes that the use of probationary periods increases the likelihood that new employees will perform effectively in their employment
- 2.2 Management are responsible under this policy for ensuring that all new employees are properly monitored during their probationary period. If any problems arise, the relevant Manager will address these promptly. This will ensure that the employee is aware that some aspect of his/her performance, conduct or attendance is unsatisfactory and prevent the problem from escalating.

PROBATION PERIODS

- 3.1 The Trust's standard period of probation is six months.
- 3.2 The Trust reserves the right to extend an employee's period of probation at its discretion. This will be limited to one extension and the total period of probation will be no longer than 12 months.
- 3.3 An extension may be implemented in circumstances where the employee's performance during probation has not been entirely satisfactory but it is thought likely that an extension to the probationary period may lead to an

improvement, or where an employee or has been absent from the workplace for an extended period during probation.

3.4 If an extension to the probationary period is agreed, the Trust will confirm the terms of the extension in writing to the employee, including:

3.4.1 the length of the extension and the date on which the extended period of probation will end;

3.4.2 the reason for the extension and, if the reason is unsatisfactory performance, details of how and why performance has fallen short of the required standards;

3.4.3 the performance standards or objectives that the employee is required to achieve by the end of the extended period of probation;

3.4.4 any support, for example further training, that will be provided during the extended period of probation; and

3.4.5 a statement that, if the employee does not meet fully the required standards by the end of the extended period of probation, his/her employment will be terminated.

TERMS OF EMPLOYMENT DURING THE PROBATIONARY PERIOD

4.1 During the probationary period, employees will be subject to all the terms and conditions of their contracts of employment with the exception of those terms noted below.

4.2 During the probationary period a shortened process for managing poor performance, absence and misconduct will be limited to

4.2.1 An informal stage

4.2.2 Dismissal giving 4 week's notice in accordance with the probationary period clause in the employment contract

4.3 During probation, either party may terminate the employee's contract of employment by giving one week's notice. In the event that the Trust decides to terminate the employee's employment, his/her employment will come to an

end immediately and the employee will receive pay in lieu of the one week's notice together with any outstanding monies owed.

- 4.4 Once the probationary period has been completed, the notice periods will be as defined in the employee's contract of employment.

PROCESS

- 5.1 Under this policy, the employee's performance and progress will be monitored. The Manager responsible for the employee will ensure that the employee is properly informed at the start of his/her employment about what is expected of him/her during probation, for example the required job outputs or standards of performance.

REVIEWS DURING PROBATION

- 6.1 The employee's performance, capability and suitability for the role will be monitored on at least a monthly basis during the employee's probation, and again at the end of the probationary period. A clear record will be made of each review meeting. A copy of the record will be given to the employee and the original kept on the employees file
- 6.2 During an employee's probation, regular feedback will be provided to the employee about his/her performance and progress, and, should there be any problem areas, these will be raised with the employee as soon as possible with a view to resolving them.

END OF PROBATION

- 7.1 At the end of the probationary period, a final review will be conducted of the employee's performance and suitability for the job. This will involve a meeting with the employee to discuss his/her performance and progress throughout the period of probation. The review will take place on or shortly before the

date on which the employee's probationary period comes to an end. The outcome of the review will be confirmed in writing.

- 7.2 If the employee's performance has not met the standard required by the Trust, the manager will consult with the Chief Executive Officer before any decision is made to terminate the employee's employment.

TERMINATION OF EMPLOYMENT

- 8.1 If an employee's performance while on probation has been unsatisfactory despite support and it thought unlikely that further training or support would lead to a satisfactory level of improvement, the employment will be terminated at the end of the period of probation.
- 8.2 It is the Trust's policy to allow the employee to complete the designated period of probation rather than terminating employment before the probation has come to an end. This is to give the employee a full opportunity to come up to the required standards. If, however, there is clear evidence prior to the end of the period of probation that suggests the employee is wholly unsuitable for the role, the manager will consult with the Chief Executive Officer and the HR Consultant with a view to terminating the employee's contract early.
- 8.3 Where a decision is taken to terminate the employee's employment, the employee will be interviewed and informed of the reason for the termination. The employment will come to an end immediately and arrangements made to give the employee pay in lieu of notice. The Trust will write to the employee confirming the termination and the reason for it.
- 8.4 The Employee will be allowed to make representations to the Chief Executive Officer should they wish to appeal against the decision to terminate their employment.
- 8.5 The employee must within 48 hours of being informed of the decision, notify the Chief Executive Officer in writing that they wish to make representations against their dismissal and outline their case.
- 8.6 The Chief Executive Officer will have available to them a copy of all documentation relating to the employee from the Manager who made the original decision. The employee will be invited to attend to meet with the Chief Operating Officer to make their representations in person. Should the

employee be unable to attend the proposed date, they can make their representations in writing, or request a companion to present their case on their behalf. Should the employee fail to attend or fail to present their case using one of the alternative options, the matter will not be considered.

- 8.7 The employee has the right to be accompanied at the meeting by a work colleague, or Trade Union representative of which they are a member. It is the responsibility of the employee to arrange for their companion to attend.