

90 DAY TRIAL PERIODS

WHEN CAN YOU INCLUDE A 90 DAY TRIAL PERIOD IN AN EMPLOYMENT AGREEMENT?

- For new employees only – where employee has not previously been employed by the employer.
- A trial period is applied for the purposes of assessing an individual's suitability for the position.

REQUIREMENTS FOR VALID TRIAL PERIOD

- Must be in writing.
- Intended employee must be given an opportunity to take advice on provisions of the proposed employment agreement (including trial period) before commencing employment.
- Trial period agreed to and employment agreement signed before the employee starts employment.
- Must be for a specified period not exceeding 90 days starting at the beginning of the employee's employment.
- Must provide that during the trial period the employer may dismiss the employee.
- Must provide that if the employee is dismissed during the trial period, the employee is not entitled to raise a personal grievance or other legal proceedings in respect of the dismissal.
- Period of notice of termination of employment must be given before the end of the trial period.

EFFECT OF A VALID TRIAL PERIOD

- The employee cannot bring a personal grievance or other legal proceeding against the employer in relation to the dismissal.
- Other personal grievances such as disadvantage, discrimination, sexual or racial harassment remain available to the employee.

SAMPLE CLAUSE

- 1.1. You agree that your employment is subject to a trial period of 90 days from the date you start work for the Company, to assess and confirm your suitability for the position.
- 1.2. You recognise that your employment may be terminated by the Company by the giving of seven days written notice prior to the end of the trial period. No notice shall be required in the case of gross misconduct.
- 1.3. If you are dismissed or are provided with notice of termination during the trial period, you are unable to bring a personal grievance claim or other legal proceedings against the Company on the grounds of unjustified dismissal in respect of that dismissal.

Always seek legal advice if in doubt. **Call 0800 CHAMBER (0800 242 623).**

If you have any questions, please call **0800 CHAMBER (0800 242 623).**

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This resource has been kindly provided by

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LAWYERS

If you have any questions, please call **0800 CHAMBER (0800 242 623).**

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