

58. PROBATIONARY EMPLOYMENT PRINCIPLES - ACADEMIC STAFF

58.1 Subject to 58.4, all new academic staff appointments are subject to the following probationary periods and the principles in this clause will be notified to the staff member in the letter of offer of employment.

- (a) Level A to D on either full-time or part-time continuing employment: ~~three~~five years' service, extendable by up to 24 months in accordance with clause 58.6; or
- (b) Level A to D on either full-time or part-time fixed-term contracts: ~~three~~five years' service or 50% of the period of the fixed-term contract, whichever is the shorter, but extendable in either case by up to two-thirds of the initial probation period in accordance with clause 58.6. Provided that where a staff member's fixed-term contract is succeeded by a continuing appointment and his/her aggregate of continuous service at that time is less than ~~three~~five years, the staff member will be required to continue or recommence probation until he/she has served an aggregate of ~~three~~five years' continuous service.

58.2 Where the new staff member is clearly performing at a high level and is likely to sustain that level following a review of his/her performance in accordance with the Academic Performance Management Scheme, the probation period may in exceptional cases be reduced to a minimum of one year from the date of appointment.

58.3 New academic staff appointed to academic level E will not ordinarily be subject to a period of probation. However, in a particular circumstance, the Vice-Chancellor may require a reasonable probationary period to be served that is directly related to the work to be carried out by the staff member.

58.4 Probation periods do not apply in cases of:

- transfer;
- secondment;
- pre-retirement contracts;
- second or subsequent fixed-term contracts unless the second or subsequent contract is for a position where the duties are substantially different; or
- contracts for a period of less than six months.

58.5 Upon or before commencement the staff member will be informed of the name of his/her designated academic supervisor.

58.6 Before the end of the staff member's ~~initial~~ probationary period, the University may:

- confirm the appointment in accordance with the contract of employment; or
- ~~terminate the appointment;~~ or
- ~~extend the probationary period for a single period not exceeding two years or two-thirds of the initial probationary period if lesser, in which case it will be made clear what performance and development requirements need to be met during the extended probationary period for the appointment to be confirmed.~~

~~58.7 Before the end of any extended period of probation the University may:~~

- ~~confirm the appointment in accordance with the contract of employment; or~~
- ~~terminate the appointment.~~

~~58.87~~ During the probationary period regular reviews will be conducted in accordance with the procedures set out in this clause and the supervisor will endeavour to meet with the probationary staff member to review the latter's work performance and provide feedback on at least two occasions per academic year. These reviews of the probationary staff member's progress will be in accordance with the provisions at clause 63 – Performance Development.

~~58.98~~ ~~The review of the probationary staff member's progress will be in accordance with the Performance Management Academic Staff provisions at clause 59. A formal probation review is to be conducted after the expiry of:~~

- ~~(a) three years' service for continuing appointments; or~~
- ~~(b) three-fifths of the probation period in the case of fixed-term probationary staff.~~

~~On the basis of the review the University will:~~

- ~~(a) confirm the appointment in accordance with the contract of employment;~~
- ~~(b) continue the probation; or~~
- ~~(c) terminate the employment.~~

If the outcome of the review is that the University continues the probation, the University will make clear to the staff member the performance and development requirements that need to be met during the remainder of the probationary period for the appointment to be confirmed.

~~58.109~~ The employment of a probationary staff member who does not meet the goals and objectives of the position may be terminated by the giving of notice, or payment in lieu, during or upon completion of the probationary period, provided that the University may terminate without notice the employment of a probationary staff member who has engaged in conduct of a kind envisaged in clause 53.4 such that it would be unreasonable to require the University to continue employment during a period of notice. The period of notice required for termination will be one-sixth of the staff member's initial probationary period up to a maximum of six months. ~~If any period of notice of termination given under this clause 58.10 extends beyond the period of probation, the employment will nevertheless end on the expiry of the period of probation. Further, any payment in lieu of notice will not include any payment referable to a period of employment after the expiry of the period of probation. Notwithstanding this required notice period, the period of notice cannot extend beyond the expiry of the period of probation. The employment will end at the expiry of the period of probation. The balance of any required notice period as at the expiry of the period of probation will be provided as a payment in lieu of notice.~~

58.140 If a decision to terminate employment is made, a staff member may appeal the decision to an Appeals Committee comprising:

- the Vice-Chancellor or nominee (chair);
- one Dean nominated by the Committee of Deans Senior Management Team or its equivalent, or alternate;
- one professorial member nominated by the Academic Board, or alternate;
- ~~the~~ non-professorial academic staff representative on Council ~~member nominated by the Provost~~, or alternate;
- a nominee of the President of the Monash University NTEU Branch.

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