PROBATIONARY PROCEDURE

1. This statement sets out the University’s scheme for observing the National Agreement concluded in October 1974 concerning the procedure and criteria to be used in connection with the probationary period. It relates only to staff to whom the provisions of Statute XXXIII apply.

The statement is without prejudice to the University’s rights to terminate appointments.

2. The probationary period is limited. It is normally for three years although in individual cases a shorter period may be specified; but the maximum is four years. For the normal three year appointment the review will usually take place at the beginning of the ninth term following appointment. These timings will be adjusted *mutatis mutandis* in respect of probationary appointments of other than three years’ duration.

3. Although there is a definite prospect of confirmation of a probationary appointment, since it is to an established post, there is no commitment on the University’s part to make confirmation of appointment an automatic process.

Therefore, by the end of the period of probation the University will have:

(i) offered confirmation of the appointment, which, to be effective, must be accepted by the probationer, or

(ii) offered an extension of the probationary period for a further year, or

(iii) taken appropriate steps to end the appointment.

Extension of the probationary period will be without commitment on the part of the University to confirm the appointment; by the end of the extension the University will either have confirmed the appointment or taken appropriate steps to end it.

4. For a person to be offered confirmation of appointment following a period of probation, the University (through the Probationary Review Committee to which the Council has delegated its authority in this respect) must be satisfied that, having regard to the person’s age, standing, experience and the opportunities he or she has been offered:

(i) he or she has satisfactorily engaged in the teaching of prescribed courses and the supervisory and tutorial work assigned to him or her;

(ii) he or she has satisfactorily engaged in research towards the advancement of his or her subject;

(iii) he or she conscientiously carried out such examining duties and satisfactorily performed such administrative duties as have been required of him or her; and

(iv) he or she shows promise by his or her work and enterprise of continuing to develop as a University teacher and a scholar.

For appointments of a non-teaching nature the criteria will be that the person has:

(i) conscientiously and satisfactorily carried out such duties as have been assigned to him or her: and
(ii) shown promise by his or her work and enterprise of continuing to develop in the relevant sphere of University work.

5. It is a condition of appointment of a Probationary Lecturer that he or she;

   (i) attend such training courses, seminars and the like as may be specified by the Head of School or the University;

   (ii) engage in a Staff Development Review annually during the probationary period.

6. It is the responsibility of the Head of the relevant School:

   (i) to ensure that during the first three months of the appointment, a meeting takes place with the Probationary Lecturer at which a range of targets will be discussed and determined;

   (ii) to provide continuing help and advice to the Probationary Lecturer throughout the period of probation;

   (iii) to ensure that due warning of inadequacies is given and repeated where necessary;

   (iv) to ensure that the Probationary Lecturer is given the appropriate duties and workload;

   (v) to keep written records of the Probationary Lecturer's progress, of advice and warnings given, and of other relevant matters.

7. It is the responsibility of the PVC Resource and Planning, at the instigation of the Head of the relevant School:

   (i) to assert within one month of the meeting described at 6(i) above that the targets set are reasonable and appropriate. If such an assertion cannot at that point be made, the PVC Resource and Planning will play a mediating role until such time as all parties reach an agreement;

   (ii) to ensure that a regular programme for monitoring the progress of the Probationary Lecturer towards the attainment of the agreed targets has been put in place within the School;

   (iii) to monitor personally the progress of each Probationary Lecturer at least twice in each year of their probationary appointment and, in consultation with the Head of School, facilitate such adjustments to the agreed targets as may be felt necessary.

8. It is the duty of the Head of School to submit to the Probationary Review Committee at the appropriate time his or her recommendation whether the appointment should be confirmed, terminated or extended. The recommendation should be positive and reasoned and have regard to the criteria set out in paragraph 4.

9(a) If a member is dissatisfied with a decision that his or her probationary appointment be extended the grievance procedure (Part VI) of Statute XXXIII may be invoked.

(b) Where a probationary appointment is not confirmed either immediately or after extension the termination of the appointment is a 'dismissal'. As such the member will have the right of appeal against such dismissal under Part V of Statute XXXIII (appeals against dismissal otherwise than in pursuance of Part II or Part III).