

Agreement between University of Dublin, Trinity College, and the Irish Federation of University Teachers on Consultation, Negotiation and Grievance Procedures.

Preamble

The purpose of this Agreement is to establish consultation, negotiation and grievance procedures acceptable both to Trinity College, Dublin ('the College') and to the Irish Federation of University Teachers ('the Union') with the aims of ensuring:

- a) a full exchange of all information necessary for effective consultation on matters affecting the interests of the members of the Union employed by the College
- b) the establishment of negotiation machinery
- c) the rapid settlement of grievances and the avoidance of disputes
- d) the advancement of education and research within the College
- e) the promotion and protection of academic freedom.

Matters subject to negotiation under this procedure shall include the general terms and conditions of service and employment of the members of the Union employed by the College.

Matters subject to consultation shall include proposals on future development, academic government, staff amenities, social facilities, the formulation and execution of general academic policy and such other matters as may be deemed appropriate by either party.

1. Preliminary

1.1. The College hereby recognises the right of the Irish Federation of University Teachers (I.F.U.T.), a Trade Union registered under the Trade Union Acts of 1941 (No. 22 of 1941) and 1971 (No. 33 of 1971), and its local branch, the Academic Staff Association of Trinity College, Dublin, to represent its members in any grade of College employment both individually and collectively, and to negotiate on their behalf.

1.2. Each party to this Agreement shall notify in writing to the other the names and addresses of the person or persons to whom from time to time communications on matters relating to the Agreement should be directed.

1.3. The College and the Union recognise the Importance of the exchange of Information on matters relating to this Agreement In order to enable It to be effective.

1.4. This Agreement is intended to be binding in honour and shall not be held to be legally enforceable

2. Consultation Procedure

2.1. The procedure for consultation shall be initiated by either party by written communication directed to the persons designated in accordance with Clause 1.2 above.

2.2. The College shall notify the Union of any intention to make changes in the conditions of employment. Reasonable time shall be given to the Union to study and consult with its members on the effects of the proposed changes.

2.3. The Union, shall, allowing reasonable time for consideration, notify the College of any changes in the conditions of service which it intends to negotiate on behalf of its members.

2.4. Both parties hereby signify their willingness to meet and consult expeditiously on any matter which may arise within the context of the Agreement

3. Negotiation Procedure

3.1. Disputes regarding the following matters shall be subject to direct negotiations between the representatives of the College and of the Union:

(a) Matters relating to procedures for staff recruitment and appointment;

(b) Matters relating to remuneration, special payments, pensions and retirement;

(c) Matters relating to probation, promotion, discipline, tenure, dismissal or termination of employment;

(d) Matters relating to the granting of annual, sick, maternity, special or sabbatical leave;

(e) matters relating to general conditions of employment, including the working facilities necessary to the member for the proper discharge of his or her duties;

(f) Such other matters as may from time to time be considered by either party to be the subject of negotiation

3.2. Direct negotiations shall be initiated by written communications from either party to the persons designated in accordance with Clause 1.2 above.

3.3. If agreement is not reached by direct negotiations between the College and the Union, the matter may be referred by either party to the Conciliation Service of the Labour Court.

3.4. If the matter remains unresolved, it may then be referred by either party to a full hearing of the Labour Court.

3.5. No form of industrial action or change in negotiating practice or procedure shall take place unless and until the provisions of Clauses 3.2-3.4 above have been exhausted.

4. GRIEVANCE PROCEDURE

4.1. The following grievance procedure shall relate to questions arising from matters listed in Clause 3.1 above.

4.2. Any member or group of members wishing to raise any issue related to these matters shall in the first instance discuss it with the Head of the Department concerned, and/or with the Faculty Dean or the Dean's equivalent in cases of grievances outside the academic sphere.

4.3. Failing a satisfactory resolution of the problem, the matter may then be raised by an officer of the branch or a national officer of the Union with the Head of the Department concerned and/or the Dean of his equivalent. In any case involving a national officer of the Union, the appropriate representative of the College's administration shall be informed.

4.4. If the matter continues to be unresolved, the problem may then be discussed with a representative of the College on the written request of an officer of the Union.

4.5. Every effort should be made to resolve an issue in a positive and expeditious manner at each stage of the procedure prescribed above. If no settlement is reached, the matter may then be referred to the Labour Court, which may arrange a Conciliation Conference, or to a Rights Commissioner, as appropriate.

5. REVISION OF AGREEMENT

5.1. A revision of this Agreement may be requested by either party, but shall become effective only when acceptable to both parties.

5.2. Either party may terminate this Agreement by giving three months notice in writing to the other side.

Signed on behalf of the University of Dublin, Trinity College
Mr. G.H.H. Giltrap (Secretary to the College)

Signed on behalf of the Irish Federation of University Teachers
Mr. D. O'Ceallaigh (General Secretary)

8th May, 1981