

Schedule 2

Recognition and Procedure Agreement between the University of Dublin, Trinity College and Services Industrial Professional Technical Union

A. Recognition

- 1. Scope:**
This agreement covers All College Staff who are members of Services Industrial Professional Technical Union hereto referred to as (SIPTU).

- 2. Time Frame**
This agreement takes effect from (date of agreement) and will continue in force indefinitely. Either party may serve notice of intent to seek revision of this agreement. In this case two full calendar months will be given for negotiation and implementation of the revised agreement. In the event that negotiations on the revision of this agreement are not concluded within this time frame, the existing agreement will continue in force until a new agreement has been concluded and agreed by all parties. There shall be no alterations to this agreement without consultation and agreement between the parties.

- 3. Interpretation**
Any disagreement between the College and employees/SIPTU over interpretation of application of this agreement of any subsection thereof, which cannot be resolved locally, will be referred to the normal Industrial Relations Mechanisms

- 4. Union Recognition:**
The College recognises SIPTU and accepts the Trade Unions right to represent its members on all matters relating to pay, pension, working conditions, and employment practices affecting its members.

- 5. Consultation:**
The College accepts SIPTU's right to be consulted on all matters relating to pay, pension, working conditions, and employment practices affecting its members.

- 6. Negotiating rights:**
SIPTU has negotiating rights in respect of all College staff grades listed in Appendix 1.
College will inform all new members of the listed grades of the negotiating rights of SIPTU.

- 7. Representatives**
The College will be advised in writing of the name of the elected representatives and any subsequent changes. Reasonable facilities will be given for elections to be conducted on organisation premises outside normal working hours. Only representatives so notified to the organisation will be recognised for negotiating purposes.

The number of staff representatives should be reasonable.

The staff representatives will be subject to the normal rules, procedures and standards applicable to all employees in their category.

Employee representatives will be afforded necessary time off, as detailed below, for carrying out their representative functions. Employee representatives should obtain prior permission for release from Staff Office and local management. Such permission will not be unreasonably withheld. Reasonable limits may be set on the amount of time off.

- Staff representatives will be released with pay for all company union meeting where release has been sought and granted in advance. Where representatives are attending such meetings outside of normal working hours, and their attendance is agreed in advance, they will be granted time in lieu.
- Staff representatives will be granted reasonable time off for SIPTU/ICTU meetings, Seminars and training courses which relate to their activities as employee representatives. The College is favourably disposed toward granting this time without loss of pay within reasonable limits. Priority consideration will be given to releases for employees who are members of other Trade Union Committees listed in Appendix 2.
- Officers will be released for a monthly Branch meeting. Staff Office to be advised of officers and schedule of meetings on an annual basis.

Application for release will generally be made through Staff Office but may be made at local level to deal with local business. The parties will take reasonable account of emergency situations requiring immediate attention and the need to ensure ongoing operational coverage. Requests for release for union business, other than that outlined in the 3 points above, will be considered at the time. It is expected that generally this business will take place outside normal working time save in exceptional circumstances.

8. Union Contributions

The College shall deduct the appropriate union contributions and local levies from the members' wages and shall remit the contributions to the Union, and Levy to the section, on a regular basis, not less frequently than every 5 weeks. Changes to rates and levies will require reasonable notice

9. Facilities

Local representative shall be granted the facility to communicate by electronic mail, non party political newsheets, publications and other documents relating to normal trade union activities, to the members in TCD.

Staff representatives will be granted reasonable access to all workplaces where they represent trade union members and where such access is necessary to enable them to carry out their representative functions.

Staff representatives will have access, without undue delay, to management at the appropriate level on matters relating to their representative functions and responsibilities.

Local representatives shall be granted a presence on the local college web as a reference source for agreements and policies agreed by College and SIPTU.

B. Consultation & Negotiation Procedure

1. The purpose of the consultation procedure is to establish machinery that will ensure adequate consultation takes place between the College and SIPTU on all matters affecting conditions of employment.
2. Where local management proposes to make significant changes in working practice and /or conditions of employment, the local shop steward or Secretary of the SIPTU Section committee, shall be given reasonable advance notice of any departmental meeting convened, for the purpose of consulting with staff members with regard to such proposals.

3. Proposed changes will be discussed at local / departmental level in the first instance. If agreement cannot be reached here, either party may refer the issue for central talks where the Union Official and Staff Office will become involved.
4. The intention to make changes to conditions of employment shall be notified, in writing, by the College to the Education Branch Organiser and Secretary of SIPTU Section Committee.
5.
 - i. Sufficient time shall be given to the Unions local representatives or Branch Organiser to consult with their members and to negotiate with the College on the effect of the proposed changes.
 - ii The Union shall give the College sufficient time to study, consider and negotiate upon any proposals for change, which it presents to the College.
6. Every attempt will be made to resolve matters locally in the first instance and then centrally. Where agreement is still not possible the issue will be dealt with under the process outlined below under "Dispute Resolution". Where matters are in process on any Industrial Relations issue, as part of this procedure, this shall be clearly advised to the ESPVG.
7. All procedures set out above will be carried out as expeditiously as possible.

8. **Multi-category negotiations**

In general where matters of common interest arise, affecting different categories of workers, which may involve more than one union or staff negotiating committee, they will combine and one set of negotiations will take place with management. In such cases procedures and logistics will be agreed between the parties at the time but there is acceptance that the arrangements will take practical account of time and resource matters. While it is accepted that circumstances may arise which necessitate meeting unions individually it is equally accepted that this will not be the norm.

9. **Dispute Resolution**

This process will be adhered to if and when local and central talks fail to resolve a given issue. If agreement is not reached and either party wishes to pursue the matter further, that party shall refer the dispute either to the Labour Relations Commission, or another mutually agreed body / person where both parties shall participate in conciliation. If a mutually acceptable conciliation body is not agreed within seven days, then either party shall refer the dispute to the Labour Relations Commission.

If the dispute remains unsettled, the matter may be referred to a full hearing of the Labour Court.

The status quo shall be observed while an issue is being processed through the procedure. This is without prejudice to either party's position. Where there is not an identifiable status quo (or where circumstances mean that the status quo would place a severe financial cost on College) the Staff Secretary and Regional Secretary will define an interim status quo which will be observed by the parties. The interim status quo cannot change the basic pay, grade, category or employment status of any employee. If the final outcome is other than the interim status quo, and employees were at a financial disadvantage during the period of the interim status quo, this loss shall be made good by College as part of the settlement of the dispute. The interim status quo is without prejudice to either party's position.

10. **Industrial Action**

No strike or lock-out or other form of industrial action (work to rule, withdrawal of co-operation etc), and no unilateral imposition of proposed changes which are in dispute, shall be taken by either party while the above procedure is being followed.

Where notice of a strike or any other form of industrial action is being served on an employer a minimum of 14 days' notice will apply.

11. Emergency Cover

While the primary responsibility for the provision of minimum levels of services rests with managements, this Agreement recognises that there is a joint obligation on College and the Union to have in place agreed contingency plans and other arrangements to deal with any emergency which may arise during an industrial dispute.

The Union will co-operate with the introduction of such plans and contingency arrangements. In particular, College and the Union commit to co-operate in making arrangements concerning:

- i. the maintenance of plant and equipment;
- ii. all matters concerning health, safety and security;
- iii. the provision of emergency services required on humanitarian grounds.
- iv. special operational problems which exist with continuous processes (e .g. laboratories)
- v. the provision of urgent medical services and supplies;

Detailed emergency cover plans will be agreed at a local level.

12. Terminal Examinations

Industrial action will not affect Terminal Examinations. The definition of terminal examinations is agreed with the ICTU Group of Unions in TCD - A Terminal examination is a final exam leading directly to a degree, or an examination that must be passed to move to the next year of a degree programme.

C Grievance Procedure

1. Principles

It is recognised by the College and the Union that it is in their mutual interest that issues affecting employees shall be dealt with effectively and speedily in an atmosphere of mutual trust and confidence, and it is intended that most issues shall be resolved informally between the member concerned and his or her supervisor or Head of Department. In cases where this is not possible, the following procedure for the resolution of grievances shall apply.

Where possible, grievances shall be resolved at the earliest possible stage of the grievance procedure, and the parties shall make every effort to avoid unreasonable delays in arranging meetings at all stages of the procedure.

2. Process

- i. Where a staff member or group of members has a grievance, they shall raise it with their Supervisor/ Section Head in the first instance.
- ii. If the grievance is not resolved at stage one, it shall be raised with the Head of Department by the member concerned, accompanied by his/her shop steward and/or a section officer.
- iii. If the grievance is not resolved at stage two, it shall be raised with the Staff Office by the fulltime union official, accompanied by the shop steward for the area concerned, and/or a section officer as appropriate. At this point the grievance may be pursued through an Industrial Relations meeting or a formal hearing by a suitable independent College Official may be requested. The process for such a hearing is detailed below under "Grievance Hearings". Alternatively the parties may agree to pursue a mediated solution.

- iv. If the grievance is not resolved at stage three, it shall be referred to the Labour Relations Commission (Rights Commissioner, Equality Officer, Conciliation Service) or to the Employment Appeals Tribunal.
- v. If the grievance is not resolved following the intervention of the Labour Relations Commission, it may be referred to the Labour Court for investigation and recommendation.
- vi. If an employee/employees have a grievance or complaint but are uncertain as to what action should be taken, or if the grievance involves personal or other sensitive issues, which it is felt would be inappropriate to raise directly with the relevant supervisor/manager, advice should be sought from the Staff Office /SIPTU. A designated person in Staff Office will deal with such matters in a neutral capacity.
- vii. Both parties agree to undertake to ensure that all reasonable efforts are made to resolve disputes as speedily as possible.

3. Grievance Hearings

i. Representation

The person making a complaint has the right to representation at all stages during the process. They may choose to have a colleague, shop steward, Section Officer or Union Organiser present. If there is a Union Organiser present it would be appropriate to have someone from Staff Office Present.

ii. Role of Staff Office

The role of the Staff Office is to ensure fair and consistent application of grievance procedures. They will provide advice and guidance as necessary, to management involved in all stages of the process. A member of Staff Office will be present at any meeting in the process attended by a union organiser.

iii. Investigation Hearings

- The complainant should detail the complaint in writing in advance of the hearing.
- A copy of the complaint will be given to the employee against whom the hearing is being convened at least three days (72 hours) before the commence of the hearing.
- The Hearing will be conducted by a College Official who is not party to the complaint investigation. Generally College will supply the Union with a list of 3 names from which the presiding official will be agreed.
- Meetings pertinent to the hearing will be held in confidence and all staff will be treated with dignity and respect.
- The complainant or their representative will be afforded the opportunity to make whatever representation they deem relevant.

- The person conducting the hearing will satisfy themselves that they obtained all evidence relevant to the complaint. This will include interviewing all relevant parties to the complaint. This may mean that the hearing involves more than one sitting.
- The hearing will examine all evidence pertinent to the complaint and may examine likely outcomes.
- Staff are obligated to co-operate with all hearings held in accordance with the terms of this process.
- Written records of the meeting will be kept, and supplied to parties as appropriate.
- The person conducting the hearing will inform the staff member of when they can expect a decision (between 1 and 7 working days generally) before adjourning the hearing.
- Having reached a decision the person conducting the hearing will advise the staff member of the outcome in writing.
- The staff member will have the right of appeal through the normal Industrial Relations process.

3. Mediation Process

The parties support the use of mediation as an alternative method of resolving complaints. Mediation is an informal process, through which a Mediator helps the parties in a dispute to talk about the issues between them, and if they wish, to reach an agreement which is acceptable to both sides. The process is voluntary and both parties must be willing to take part and agree to the appointment of an agreed Mediator internal or external.

D. Disciplinary Procedure

1. Principles

This procedure is to help ensure consistent and fair treatment for all staff and to ensure compliance with natural justice. The supervisor/manager will make preliminary enquiries with the staff member involved and where appropriate deal with the matter on an informal basis. If the supervisor/manager believes a disciplinary hearing may be required he/she will inform the staff member that the matter will proceed to investigation in line with this procedure. The staff member will also be informed of the nature of the complaint.

Disciplinary hearings will not be convened until the matters under consideration, or which are the subject of complaints, have been properly investigated and there has been a finding that there is a case to answer.

At every stage in the procedure the employee will be advised of the nature of the complaint against him/her and will be given the opportunity to state his/her case before any decision is made.

At all stages during the investigation and disciplinary meeting (if required), the employee will have the right to be accompanied by an authorised Trade Union Organiser, Staff Representative or working colleague.

All matters of discipline shall be dealt with by the College in a manner which protects the dignity of staff and no disciplinary action shall take place in the presence of staff not directly concerned.

An employee will have the right to a fair and impartial determination of the issues being investigated, taking into account the allegations or complaints themselves, the response of the employee concerned to them, any representations made by or on behalf of the employee concerned and any other relevant or appropriate evidence, factors or circumstances.

No employee will be dismissed for a first breach of discipline except in the case of serious misconduct when the penalty may be immediate dismissal.

An employee will have the right to appeal against any disciplinary penalty imposed.

The procedure may be implemented at any stage if the employee's alleged misconduct warrants such action.

2. Offences

The following list provides examples of offences which normally warrant disciplinary action :

- i. Sub-standard work performance
- ii. Unauthorised absence
- iii. Time keeping
- iv. Absenteeism
- v. Breach of Leave Regulations
- vi. Breach of Confidentiality
- vii. Insubordination
- viii. A continual refusal to obey reasonable instructions
- ix. Unacceptable behaviour towards Colleagues

The above list of examples should not be regarded as exhaustive.

3. Sanctions

While in the case of minor offences disciplinary action will normally be incremental, the appropriate action will be related to the nature of the offence in each case. The College reserves the right to exercise discretion as to the suitability of the type of disciplinary action applicable in any given situation. Disciplinary action will normally take one of the following forms:

- Verbal warning
- written warning;
- withdrawal of privileges (including eligibility for overtime work);
- deferment of increment;
- limited suspension with pay;
- limited suspension without pay;
- demotion for a stated period;
- dismissal.

Stage 1- Verbal Warning

If conduct or performance does not meet acceptable standards, the staff member will normally be given a formal verbal warning. He/She will be advised of the reason of the warning and that it is the first stage of the disciplinary procedure. The warning will be confirmed in writing to the employee and recorded in the employee's file as a verbal warning.

Stage 2- Written Warning

If the offence is a serious one, and if a further offence occurs or if the required improvement does not take place a written warning will be issued. He/She will be warned that action under Stage 3 will be considered if there is no satisfactory improvement. The warning will be signed by the employee.

Stage 3 - Final Written Warning and/or Suspension with/without Pay

If there is still a failure to improve, and conduct or performance is still unsatisfactory, or if the conduct is sufficiently serious **to warrant it**, a Final Written Warning will normally be given to the employee. This will give details of the complaint, and will warn that dismissal will result if there is no satisfactory improvement, or

if there is any recurrence or other serious misconduct. Deferment of an increment and/or demotion may also accompany this step.

All warnings comprehended in stages 1-3 above will be removed from personal files at the relevant expiry date

Stage 4 – Dismissal

If the conduct or performance is still unsatisfactory, and the staff member fails to reach the prescribed standards, or if further serious misconduct occurs, then dismissal will result. All dismissals will only be implemented by the Staff Office and by a written directive. The staff member will be provided, as soon as reasonably practicable, with written reasons for dismissal and the date on which the employment will terminate.

4. Probation

During the probationary period, any disciplinary action, up to and including dismissal, will be conducted in line with the agreed Probationary Process (see Appendix 3)

5. Serious Misconduct

The following list provides examples of offences which are normally regarded as serious misconduct and may lead to disciplinary action commencing beyond Stage 1.

- i. Unauthorised removal of property not belonging to the member of staff concerned.
- ii. Threatening or carrying out (serious) acts of violence towards another member of staff, student, or member of the public.
- iii. Engaging in remunerative employment while on sick leave (irrespective of whether the sick leave is medically certified or not).
- iv. Causing malicious damage to College property, or to property on College premises belonging to another member of staff, or student, or member of the public.
- v. Serious breaches of the College's policies regarding sexual or other forms of harassment.
- vi. Refusing to carry out lawful and reasonable directions given by a member of staff authorised to do so.
- vii. Committing a serious breach of College safety regulations.
- viii. Unauthorised absence from work.
- ix. Reporting for work under the influence of alcohol or drugs other than those prescribed and advised to the appropriate college authority, or having or consuming them on the College premises.

The above list of examples should not be regarded as exhaustive.

If someone is accused of an act of serious misconduct, they may **be placed off duty** with pay pending a full investigation into the matter. Payments may be stopped if the individual concerned does not co-operate with the process outlined here. If on completion of the investigation and the full disciplinary procedure, the College is satisfied that serious misconduct has occurred, the result may be immediate dismissal.

6. Role of Staff Office

The role of the Staff Office is to ensure fair and consistent application of grievance procedures. They will provide advice and guidance as necessary, to management involved in all stages of the process. A member of Staff Office will be present at any meeting in the process attended by a union organiser.

7. Representation

The person against whom a complaint is made has the right to representation at all stages during the disciplinary process. The **staff member may** choose to have a colleague, shop steward or Union Organiser present. If there is a **full time** Union Organiser present, then it is appropriate that a representative of the Staff Office also be present.

8. Investigation

A Disciplinary Hearing will not take place before the alleged breach or complaint has been fully investigated.

Details of the alleged breach or complaint will be made available to the staff member in writing in advance of an investigation meeting.

Confidentiality is required of all parties when the complaint is made by one staff member of another.

Generally the investigation will be conducted through the supervisory structure of the department in question.

Investigation meetings will be held in confidence and all staff will be treated with dignity and respect.

Those attending investigation meeting will be told in advance of the meeting of

- The purpose of the meeting
- The complaint being investigated
- The time and venue
- Their right to representation
- That the investigation may lead to disciplinary action.

Staff members have representation rights as outlined above.

The investigation will look at all evidence pertinent to the alleged offence/breach of regulation and interview all relevant parties.

All material relevant to the alleged offence/breach will be made available to the staff member during the course of the investigation.

The staff member will get the full details of matters under investigation and the opportunity to respond to them fully.

Further investigation meetings may be scheduled if required as issues arise.

Staff are obliged to co-operate with legitimate College investigations. Continued frustration of the process may lead to the process being concluded without input from the party concerned. Written records of the meeting will be kept. Signed statements and/or signed acceptance of records may be requested of attendees.

The outcome of the investigation will be communicated in writing to the parties involved.

The person conducting the investigation may themselves issue a verbal warning if this is the outcome of their investigation. In this case Staff Office will be notified and will inform the Branch Organiser of the outcome

If the investigator (s) believe that other disciplinary action may be appropriate they will recommend that a disciplinary hearing be convened. If a disciplinary hearing is recommended, the person involved will be told in writing of

- the outcome of the investigation
- the convening of the disciplinary hearing
- the time and venue and the chairperson of the hearing
- their right to representation
- the range of possible sanction applicable

The Staff member will be given all of the pertinent documentation, including any evidence to be presented by the investigators to the disciplinary hearing.

9. Disciplinary Hearing

The Disciplinary Hearing will be conducted by a College Official who was not part of the investigation. Generally the hearing will be conducted through the supervisory structure of the department in question. In cases related to performance an official from within the department will be nominated by College. In other cases College will generally supply the Union with a list of 3 names from which the presiding official will be agreed.

The outcome of the investigation will be presented by the investigator to the Chair of the Disciplinary hearing in front of the staff member person against whom the complaint is made, and their representative.

The staff member or their representative will be afforded the opportunity to make whatever representation they deem relevant.

The person conducting the hearing will satisfy themselves that they obtained all relevant material and that the staff member has been afforded reasonable opportunity to respond.

The person conducting the hearing will inform the staff member of when they can expect a decision (between 1 and 7 working days generally) before adjourning the hearing.

Having reached a decision the person conducting the hearing will advise the staff member of any intended disciplinary action within 5 Working Days.

The staff member will also be informed of their right of appeal.

10. Appeal

An appeal must be lodged with the appropriate department head within 5 working days of the finding of the disciplinary hearing being notified.

Disciplinary action will not be implemented pending appeal.

An appeal will be heard by an official of the College usually more senior to the person who chaired the Disciplinary Hearing.

The staff member will have the same rights of representation as with the disciplinary hearing. The staff member person or their representative will be afforded the opportunity to make whatever representation they deem relevant.

The person conducting the hearing will inform the staff member of when they can expect a decision (between 1 and 7 working days generally) before adjourning the appeal. Having reached a decision the person conducting the appeal will advise the staff member of his/her decision in writing.

If disciplinary action is upheld it will be implemented within 3 working days of the postmark of the issued finding.

11. Further Appeals

The individual has the right to seek redress before a Rights Commissioner or the Employment Appeals Tribunal as provided for in current legislation.

12. Industrial Action

In accordance with the Industrial Relations Act 1990, no form of industrial action may be taken with regard to a disciplinary matter, until the matter has been fully processed in accordance with disciplinary procedures and with the LRC and Labour Court.

Appendix 1

SIPTU has negotiating rights in respect of College staff in grades listed below

- *Attendants*
- *Buildings Office General Operatives*
- *Catering – General Operatives/Assistants/Chefs/Supervisors*
- *Day Nursery Assistants*
- *Grounds – General Operatives*
- *Housekeeping Assistants & Supervisors*
- *ISS*
- *Laboratory Attendants*
- *Library Assistants, Library Executives 1,2,3 and Library Shop Staff*
- *Library Guards*
- *Residential Service Attendants*
- *Security Grades*
- *Secretarial and Executive Officer Grades*

Appendix 2

SIPTU members who are also members of the following trade union committees shall seek release as per the norm

- *Education Branch Committee*
- *Regional Executive Committee*
- *National Executive Council*
- *National Women's Committee*
- *National Educational Council*
- *SIPTU Commission*
- *ICTU Committees*
- *Any other SIPTU or ICTU Committees/ Sub-committees that may evolve over the time of this and future agreements and are agreed with Staff Office for inclusion on this list.*
- *Delegates to SIPTU and ICTU Biennial Women's Forum, Biennial and Special Conferences*

APPENDIX 3.

Agreed Probationary Process

When concluded this agreement will be subject to a ballot vote of the membership.

Either party may seek the subsequent review of the document, by giving 2 months notice, in every subsequent calendar year following the signing of the concluded and ratified agreement.

Following the conclusion of this process it is the intention of both parties to conclude a Comprehensive Respect and Dignity Policy Agreement which shall include agreements on Sexual Harassment in the Workplace; and an Anti Bullying Policy Document