



# **Code of Practice in Relation to Terminal Examinations**

## **1. INTRODUCTION**

1.1 A commitment to producing an agreement on a voluntary Code of Practice in relation to Terminal Examinations in the university sector is contained in the Sustaining Progress (Social Partnership Agreement 2003-2005).

1.2 The Code of Practice will reflect best practice in the area of dispute resolution and will reflect the Code of Practice prepared by the Labour Relations Commission (i.e. Dispute procedures Including Procedures in Essential Services S.I. No.1 of 1992). In particular, in the case of Dublin City University it is agreed that this voluntary Code of Practice will apply to terminal examinations including end of semester examinations; end of year examinations; terminal oral and end of semester practical examinations.

## **2. APPROPRIATE MATTERS**

2.1 It is agreed that this Code of Practice will apply to all matters in relation to terminal examinations insofar as they apply to staff of Dublin City University, including: the setting and marking of examination papers; end of semester practicals and projects; the holding and marking of orals; the typing of examination papers; the transfer of examination results to broadsheets; the holding of the examinations (i.e. opening/closing of examination centres, heat and light, setting up for the end of semester practical examinations, setting up of examination halls etc.); and the issuing of examination results. In the event of a dispute arising from any of the above appropriate matters it is agreed that every endeavour will be made to resolve them locally in the first instance, and failing this, it is also agreed that the services of the Labour Relations Commissions and if necessary the Labour Court will be utilised in relation to any claims/issues concerning terminal examinations, made on behalf of a member(s) of staff of Dublin City University.



### **3. AGREED PROCEDURES**

3.1 In the first instance it is agreed that any or all of the matters relating to terminal examinations insofar as they refer to staff of Dublin City University will be the subject of discussions at local level between SIPTU and University Management.

3.2 Where agreement between the parties is not achieved at local level the matter(s) in dispute shall be referred as soon as practicable, but not later than five working days from the conclusion of local negotiations to the Labour Relation Commission. A matter(s) will not be referred to the Labour Relations Commission without first having been the subject of local level discussions between the parties in which every reasonable effort shall be made to resolve the outstanding issue(s) in accordance with best practice policies and procedures.

3.3 Where agreement is not reached at the Labour Relations Commission, the parties agree that any outstanding matter(s) will be referred to the Labour Court without delay and not later than five working days from the outcome of the Labour Relations Commissions hearing.

3.4 Recommendations of the Labour Court regarding such outstanding matter(s) shall normally be accepted by the parties concerned. 3.5 SIPTU shall not threaten, sponsor, support or resort to a strike or other forms of industrial action , including work to rule or other restrictive practices, or public agitation as a means of furthering claims which are appropriate to be dealt with through this Code of Practice, where all of the procedures have not been exhausted in accordance with best practice policies and procedures.

3.5 SIPTU shall not threaten, sponsor, support or resort to a strike or other forms of industrial action, including work to rule or other restrictive practices, or public agitation as a means of furthering claims which are appropriate to be dealt with through this Code of Practice, where all of the procedures have not been exhausted in accordance with best practice policies and procedures

3.6 The parties to this agreement on a voluntary Code of Practice for Terminal Examinations recognise their joint responsibility to endeavour to resolve disputes locally in the first instance. In the event that recourse to a third party fails to bring about a resolution and where notice of any form of industrial action is being served on Dublin City University, a minimum of 7 days' notice should apply except where agreements provide for a longer period of notice.



3.7 This Code of Practice also recognises that there is a joint responsibility on Management in the University and SIPTU to have in place contingency plans and other arrangements to deal with any emergency which may arise during an industrial dispute.

#### 4. TIMEFRAME

4.1 The parties are committed to endeavouring to ensure that the above procedures are utilised in a timely and efficient manner, and are committed to acting in good faith in relation to this voluntary Code of Practice as it applies to Dublin City University.

#### 5. INTEPPRETATION

5.1 This document refers in particular to a voluntary Code of Practice in relation to Terminal Examinations and nothing in this document is intended to imply that in situations other than those pertaining to terminal examinations, appropriate procedures and the application of best practice will not be utilised and adhered to.

Agreed August 2005

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