



STATUTORY INSTRUMENTS.

**S.I. No. 655 of 2025**

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REGISTERED EMPLOYMENT AGREEMENT (VETERINARY IRELAND)  
VARIATION ORDER 2025

REGISTERED EMPLOYMENT AGREEMENT (VETERINARY IRELAND)  
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WHEREAS I, ALAN DILLON, Minister of State at the Department of Enterprise, Tourism and Employment, being in receipt of a variation order made by the Labour Court to vary the Registered Employment Agreement between the Department of Agriculture, Food and The Marine and Veterinary Ireland and forwarded to me under subsection (11) (inserted by section 6 of the Industrial Relations Amendment Act 2012 (No.32 of 2012)) of section 28 of the Industrial Relations Act 1946 (No.26 of 1946) and being satisfied that the said section 28 has been complied with and considering it appropriate to do so:

NOW, I, ALAN DILLON, in exercise of the powers conferred on me by subsection (11) (inserted by section 6 of the Industrial Relations Amendment Act 2012 (No.32 of 2012)) of section 28 of the Industrial Relations Act 1946 (No.26 of 1946) (as adapted by the Enterprise, Trade and Employment (Alteration of Name of Department and Title of Minister) Order 2025 ( S.I. No. 172 of 2025 ) and the Enterprise, Tourism and Employment (Delegation of Ministerial Functions) Order 2025 ( S.I. No. 240 of 2025 ) hereby order as follows:

1. This Order may be cited as the Registered Employment Agreement (Veterinary Ireland) Variation Order 2025.
2. This Order confirms the terms of the variation order of the Labour Court by varying the Registered Employment Agreement established under the Registered Employment Agreement (Veterinary Ireland) Order 2019 (S.I. No. 662 of 2019) as set out in the Schedule hereto.
3. This Order shall come into effect on the date of signature by the Minister.

**SCHEDULE  
WITHOUT PREJUDICE**

Collective Agreement  
between the  
Department of Agriculture, Food and the Marine  
and  
Veterinary Ireland

13 January 2019

The following is a Collective Agreement between the Department of Agriculture, Food and the Marine and Veterinary Ireland, sole representative body of Temporary Veterinary Inspectors (TVIs) engaged by the Department to provide meat inspection services, and to whom this Agreement applies.

This Agreement is entered into without prejudice to the parties' respective positions as regards their employment status (and any legal claims extant or arising in this regard) and is submitted for registration to the Labour Court.

Given the specific legal, public policy and regulatory requirements that pertain to the meat inspection service, and the complexity and litigation history and unique circumstances of the arrangement for the delivery of these services, it is considered appropriate by the parties to register the Agreement with the Labour Court as a singular and unique measure, to ensure adherence to the Agreement by both parties and to engender confidence in maintaining a sustainable agreement to support future operations.

In registering this agreement with the Labour Court, Veterinary Ireland acknowledges that the meat inspection service should be provided in a manner that is cost neutral to the taxpayer (relative to the current baseline cost of the overall service, but taking account of improvements required for effective delivery). The Department acknowledges the entitlement of TVIs to engage in private practice.

Addendum 21 August 2025

In July of 2024, a Government decision was made to transfer official food controls currently undertaken by Local Authority Veterinary Services to the Department of Agriculture, Food and the Marine. This has the effect of transferring responsibility for meat inspection services, conducted by distinct Local Authority Temporary Veterinary Inspectors (LATVIs), engaged directly by local authorities, at Local Authority approved meat plants, to the Department of Agriculture, Food and the Marine ("Transfer of Responsibility").

Following this decision, the purpose of this Addendum is to vary this Collective Agreement between the Department of Agriculture, Food and the Marine and Veterinary Ireland, only insofar as is necessary to provide for this Transfer of Responsibility, based on the principles, already stated in this Collective Agreement, for registration of same, including:

The recognition of the distinct and key role undertaken by LATVIs up to the above transfer of responsibility to the Department; and

To provide for their Conditions of Engagement, as well as the future engagement of inspectors, to be known collectively as "Low Throughput TVIs" ("LT-TVIs"), by the Department, for meat inspection services at meat plants, previously approved by Local Authorities, to which a derogation applies under Article 13 of EU Regulation 2019/627.

In the circumstances, this Collective Agreement has been varied with the addition of Conditions of Engagement of LT-TVIs, comprised in Section 3 and associated SOPs in Appendix 2.

This Addendum is without prejudice to the parties' respective positions as regards their employment status (and any legal claims extant or arising in this regard) and is submitted to the Labour Court as a variation to the Collective Agreement registered herein.

The Department acknowledges the entitlement of LT-TVIs engaged under this Addendum to engage in private practice.

## Conditions of Engagement

### Section 1:

#### Background:

These Conditions of Engagement have been developed and agreed between the above Parties to describe the arrangements regarding the engagement by the Department of Agriculture Food and the Marine (DAFM) of private veterinary practitioners to support DAFM Veterinary Inspectors in the carrying out of ante-mortem and post-mortem examinations of animals slaughtered in DAFM approved slaughter plants. It is effective from 01/02/2019 and replaces all and any other previous such documents and arrangements.

#### **Without Prejudice**

The following terms are applicable to all existing and future TVIs from 01/02/2019:

1. The functions of Temporary Veterinary Inspectors (TVIs) are to assist the DAFM veterinary staff at meat plants. TVIs will be assigned to and perform the functions of ante-mortem inspection, post-mortem inspection, and tasks ancillary to those inspections at the direction of the official veterinary inspector. The TVI will undertake the specific duties assigned to him/her, acknowledging that these may vary from time to time.
2. A panel based system for engaging TVIs at approved DAFM meat plants will be retained.
3. DAFM's Veterinary Inspector-in-Charge (VI) at each meat plant will roster TVI panelists at the meat plant as and when required, based on slaughter operations.
4. TVIs will be allocated work on the basis of order on the panel, availability and suitability. If not available, the shift will be offered to the next TVI on the panel.
5. DAFM reserves the right on exceptional occasions to re-allocate shifts for specific operational reasons.
6. TVIs shall be listed on one panel only, and shall not be engaged by DAFM for the provision of a meat inspection service for more than one shift in any given slaughter day, except in the case of urgent requirement as determined by the Veterinary Inspector at the meat plant.
7. TVIs shall co-operate fully with all requirements of DAFM in regard to attendance and punctuality (both of which are essential to facilitate plant operations, ensure safety of food and underpin veterinary certification), conduct, reporting, record keeping, inspection/sampling protocols as relevant, attendance at relevant seminars or information meetings, additional training including online training, the introduction and utilisation of new technology and new processes, compliance with new legislative requirements as they are enacted, and adherence to health and safety requirements as advised to them by DAFM and the food business operator (FBO) in respect of the site they are working in.

8. Notwithstanding the above, DAFM shall be entitled to apply appropriate procedures to deal with performance of TVIs and complaints/appeals by TVIs. (Appropriate processes to manage this will be set out in the SOPs — Appendix 1.)

9. In order to be engaged by DAFM for the provision of a meat inspection service, TVIs must be and remain registered on the Register of Veterinary Practitioners for Ireland. Temporary removal from the Register will not lead to removal from the panel or adversely affect their position on the panel. TVIs will not be engaged for the period of non-registration.

#### **Without Prejudice**

10. An assessment of medical fitness to perform the duties will apply, as necessary.

11. The performance of TVIs in terms of how they carry out the Official Controls allocated to them by the Official Veterinarian will be assessed by DAFM as the Competent Authority and as required by the 'Hygiene Package' and incoming under Regulation 2017/625 as appropriate, relevant Implementing and Delegated Acts, and any required corrective action will be undertaken by the TVI.

12. Matters pertaining to any DAFM/FBO business carried out on site must remain confidential.

13. All those who take up a position on a TVI panel agree and accept that DAFM will process their personal information in order to administer payments, in the formation and display of panels, and all other aspects of their engagement on these Conditions of Engagement. The attention of all panellists and applicants is drawn to the rights of data subjects under the General Data Protection Regulations.

14. These Conditions of Engagement are effective from 1 February 2019, and replace all previously existing documents in relation to the conditions of engagement of TVIs and the operation of TVI panels. The associated Standard Operating Procedures (at Appendix 1) will be subject to annual review (or as required, if necessitated by regulatory or other factors) in consultation with Veterinary Ireland, and under the terms of this agreement. Where there are any amendments to these arrangements, they shall be included in Appendix 1 and the updated documents will be forwarded to the Labour Court as part of this agreement.

#### **Section 2:**

The following arrangements are agreed for the engagement of Temporary Veterinary Inspectors for meat inspection services.

#### **Tenure and Engagement:**

1. The Department will revise the Conditions of Engagement and re-open TVI panels on a 'need-per-panel' basis. The Department will advertise for the position of TVIs on panels where there are deemed to be vacancies on such panels. Where there is an over-subscribed application for such panels a lottery system for selection for appointment shall apply. This will be overseen by a representative of both parties.

2. A TVI will be on one panel only, and in the ordinary course of events, TVIs will not be engaged for more than 1 shift per slaughter day.

3. TVIs currently on more than one meat plant panel will be given the opportunity to choose which one of those existing panels they wish to remain on. The TVI's order on the panel on which they choose to remain will not be adversely affected.

4. The Department agrees that re-opened panels will be sufficiently populated to ensure that, in general, no TVI will be asked to undertake a double shift (except in the case of urgent requirement as determined by the Veterinary Inspector at the meat plant.) No panel will be so over-populated that TVIs would not have a reasonable expectation of engagement. There will be a requirement to ensure that the panels have sufficient capacity to ensure that there is no disruption to the meat inspection service at seasonal and peak times.

5. The Department and Veterinary Ireland agree that the Conditions of Engagement document records the overarching relationship between the Department and TVIs, and that it will be supported by such Standard Operating Procedures (SOPs — Appendix 1) as are required to document the processes to be followed in the fulfilment of that relationship.

6. An upper age limit of engagement to age 70 shall apply for TVI work for new entrants to the panels.

7. The Department and Veterinary Ireland agree to submit the Conditions of Engagement document to the Labour Court as an assurance that this is the mechanism by which it intends to continue to engage TVIs for the purposes outlined above.

### **TVI Fee**

The Department and Veterinary Ireland agree that the hourly fee payable for meat inspection services shall equate to the divisor 1/780th of the first point of the non-PPC Veterinary Inspector scale and will be revised in line with any changes to the VI scale. The hourly fee is so set to take account of the fact that TVIs are paid on a fee basis for hours worked, and that this rate of payment comprehends the fact that the Department is not liable for any form of paid absence, and that all other entitlements available to them, including pension, sick pay, disability, maternity or paternity benefits are solely available through their social welfare contributions, as provided for through deductions from their fee income. The rate to be applied from 1/2/2019 shall be €76.59c per hour.

Signed on behalf of the Minister for Agriculture, Food and the Marine:

Signed on behalf of Veterinary Ireland:

**Without Prejudice**  
Conditions of Engagement

Section 3:

Reference under this Section 3 and/or applicable SOPs to:

"low throughput" meat plant(s) ("LT meat plant") - shall mean:

- a) A meat plant that was approved by a Local Authority and to which a derogation applied under Article 13 of EU Regulation 2019/627, on or before 31 December 2024, that is now subject to approval of DAFM; or
- b) A meat plant that is approved by DAFM and to which a derogation applies under Article 13 of EU Regulation 2019/627, and said derogation did not apply to the meat plant on or before 31 December 2024,

"Low Throughput Temporary Veterinary inspector ("LT-TVI") shall mean a private veterinary practitioner engaged by DAFM to provide meat inspection services at "low throughput" meat plant(s).

"meat inspection services" shall mean the carrying out of ante-mortem and post-mortem examinations of slaughtered animals, including any ancillary tasks/duties.

"DAFM" shall mean the Department of Agriculture, Food and the Marine.

Where a term is not specifically defined under this Section 3, the definition, or meaning, under the entire Collective Agreement shall apply.

Background:

The Conditions of Engagement comprised in this Section 3, including the associated SOPs in Appendix 2, have been developed between the above Parties to describe the arrangements regarding the engagement of LT-TVIs by DAFM to provide meat inspection services at LT meat plants. It is effective from 01/08/2025.

Without prejudice to the Conditions of Engagement of LT-TVIs in general, any Private Veterinary Practitioner engaged by a Local Authority, as a Local Authority Temporary Veterinary Inspector (LATVI), on the 31 December 2024, shall be eligible for engagement by the Department as a LT-TVI.

For the avoidance of doubt, the existing provisions of the Conditions of Engagement, in Sections 1 and 2 of this Collective Agreement, shall remain unaffected by the addition of Section 3, including the associated SOPs in Appendix 2, in particular:

- a) Section 1 and 2 of this Collective Agreement provide for the Conditions of Engagement for TVI's engaged by the Department of Agriculture, Food and the Marine, who provide meat inspection services in meat establishments, other than LT meat plants.
- b) Section 3 of this Collective Agreement, including the associated SOPs in Appendix 2, only provide for the Conditions of

Engagement for LT-TVI's who are engaged to provide meat inspection services in LT meat plants.

- c) In any case where, after 1 January 2025, any meat plant/establishment, including an LT meat plant, is eligible, or as the case may be, no longer eligible, to avail of a derogation under Article 13 of EU Regulation 2019/627, DAFM will, in consultation with Veterinary Ireland, consider any request to vary the status/conditions of engagement of TVIs/LT-TVI's, engaged there, on a case-by-case basis.

The following Terms are applicable to all existing and future LT-TVI's in LT meat plants from 01/08/2025:

1. The functions of LT-TVI's are to assist DAFM by conducting meat inspection services and ancillary tasks/duties at the direction of the DAFM Veterinary Inspector responsible for the LT meat plant ("DAFM-VI"), including, but not limited to, the assignment to and performance of ante-mortem inspection, post-mortem inspection, including delayed post-mortem inspection, and tasks ancillary to those inspections, such as the recording of movements of animals.
2. The LT-TVI will undertake the specific duties assigned to him/her, acknowledging that these may vary from time to time.
3. A system for engaging LT-TVI's at LT meat plants, including the assignment to specific LT meat plants and any allocation of duties, will be maintained by DAFM, and appropriate processes will be set out in the relevant SOPs in Appendix 2.
4. The DAFM-VI responsible for each LT-meat plant will coordinate LT-TVI's assigned to those LT meat plants as and when required, based on slaughter operations.
5. LT-TVI's will be allocated work on the basis of availability and suitability.
6. DAFM reserves the right, in exceptional circumstances, to re-allocate scheduled duties between LT-TVI's, assigned to a specific LT meat plant, for operational reasons.
7. LT-TVI's that are also listed on a panel to provide meat inspection services under Sections 1 and 2 may also be engaged under Section 3, providing that the services can be fulfilled without interference with either set of duties.
8. LT-TVI's shall co-operate fully with all requirements of DAFM in regard to attendance and punctuality (both of which are essential to facilitate plant operations, ensure safety of food and underpin veterinary certification), conduct, reporting, record keeping, inspection/sampling protocols as relevant, attendance at relevant seminars or information meetings, additional training including online training, the introduction and utilisation of new technology and new processes, compliance with new legislative requirements as they are enacted, and adherence to health and safety requirements as advised to them by DAFM and/or food business operator (FBO), in respect of the LT meat plant they are working in.

9. Notwithstanding the above, DAFM shall be entitled to apply appropriate procedures to deal with performance of LT-TVIs and complaints/appeals by LT-TVIs. (Appropriate processes to manage this will be set out in the SOPs — Appendix 2.)

10. At all times, in order to be engaged by DAFM for the provision of meat inspection services, LT-TVIs must be, and must remain, registered on the Register of Veterinary Practitioners for Ireland. Temporary removal from the Register will not adversely affect, and/or terminate, the eligibility of LT-TVIs to be engaged for the provision of meat inspections services, although LT-TVIs will not be assigned duties, during any period of non-registration.

11. An assessment of medical fitness to perform the duties of an LT-TVI will apply, as necessary.

12. The performance of LT-TVIs and how they carry out the duties allocated to them by the DAFM-VI, in terms of those duties being Official Controls under EU Regulation 2017/625, will be assessed by DAFM as the Competent Authority under said Regulation, and as required by the 'Hygiene Package', relevant Implementing and Delegated Acts, and any required corrective action will be undertaken by the LT-TVI.

13. LT-TVIs shall treat all matters pertaining to any DAFM/FBO business conducted at the LT meat plant as strictly confidential.

14. Any person agreeing to be engaged as a LT-TVI, agrees and accepts that DAFM will process their personal information in order to administer payments, and all other aspects of their engagement on these Conditions of Engagement. The attention of all LT-TVI's and applicants is drawn to the rights of data subjects under the General Data Protection Regulations.

15. These Conditions of Engagement, under Section 3, and associated SOPs in Appendix 2, of this Collective Agreement:

- a) Contain the final and entire agreement and understanding between DAFM and Veterinary Ireland and is the complete and exclusive statement of its terms.
- b) Are effective from 01/08/2025 and replace all previously existing documents in relation to the conditions of engagement of LT-TVIs, including those previously engaged by a local authority to provide meat inspection services, and the management of their duties.
- c) The associated Standard Operating Procedures (at Appendix 2) will be subject to annual review (or as required, if necessitated by regulatory or other factors) in consultation with Veterinary Ireland, and under the terms of this agreement. Where there are any amendments to these arrangements, they shall be included in Appendix 2 and the updated documents will be forwarded to the Labour Court as part of this agreement.

The following arrangements are agreed for the engagement of LT-TVIs by DAFM for meat inspection services in LT meat plants.

Tenure and Engagement:

16. LT-TVI's currently engaged by DAFM, or as the case may be, a Local Authority:

- a) For one meat plant panel under Sections 1 and 2 and also assigned to a LT meat plant, and/or
- b) For more than one LT-meat plant

—will be given the opportunity to continue these engagements providing that the services can be fulfilled without interference with either set of duties.

The LT-TVI's order on any panel under Sections 1 and 2, on which they choose to remain will not be adversely affected.

17. DAFM agrees that sufficient number of LT-TVI's will be engaged for each LT meat plant and will ensure that, in general, no LT-TVI will be asked to double their duties on a given day (except in the case of urgent requirement as determined by the DAFM-VI).

18. DAFM and Veterinary Ireland agree that these Conditions of Engagement under Section 3 record the overarching relationship between the DAFM and LT-TVI's, and that it will be supported by such Standard Operating Procedures (SOPs - Appendix 2) as are required to document the processes to be followed in the fulfilment of that relationship.

19. An upper age limit of 70 shall apply to engagement for LT-TVI work by DAFM, save and except for those Private Veterinary Practitioners engaged by a Local Authority, as a Local Authority Temporary Veterinary Inspectors (LATVI), on the 31 December 2024.

20. For the avoidance of doubt, all or any representations, conditions, terms, schemes and/or undertakings, express or implied, whether by statute, common law, custom, course of dealings or otherwise, provided to a LT-TVI, by or on behalf of a local authority, during the currency of the LT-TVI's prior engagement with a local authority, including any pension/lump sum entitlements, non-pensionable gratuity, howsoever described, before 1 January 2025,

—that are not expressly provided in these Conditions of Engagement, under Section 3, and/or associated SOPs in Appendix 2, of this Collective Agreement, shall not apply to any agreement for engagement of an LT-TVI, by DAFM, at an LT meat plant, and DAFM shall bear no liability for same.

Without prejudice to the foregoing, any such arrangements are strictly a matter for the relevant local authority and the individual LT-TVI.

21. DAFM and Veterinary Ireland agree to submit these Conditions of Engagement, comprised in this Section 3, including the associated SOPs in Appendix 2, to the Labour Court as an assurance that this is the mechanism by which it intends to continue to engage LT-TVI's for the purposes outlined above.

LT-TVI fee

22. Having regard to the distinct nature of meat inspections services at LT meat plants, including delayed post-mortem, and the diverse scale and frequency of operations between individual LT meat plants, **DAFM and Veterinary Ireland** agree that:

a) The minimum rate payable for duties performed at LT meat plants will be commensurate with 1/780th of the first point of the non-PPC Veterinary Inspector scale and will be revised in line with any changes to the VI scale.

The table below represents minimum fees payable that can be applied to duties performed by LT-TVI's in LT meat plants.

Slaughter days	Description of duties:	Minimum fee (rate applied from 01/08/25):
Rate per slaughter day, e.g. wild game	No ante-mortem visit and post-mortem visit only	<b>€93.84</b>
Rate per slaughter day	1 ante-mortem visit and 1 post-mortem or delayed post-mortem visit	<b>€187.68</b>
Rate for two consecutive slaughter days at the same establishment.  Add rate for singular slaughter day for each additional consecutive day.	1 ante-mortem and 1 combined ante-mortem/delayed post-mortem visit and 1 delayed post-mortem visit	<b>€281.52</b>
Rate where more than one slaughter plant visited per day	Rate decided on a case-by-case basis	
Poultry plant	Rate decided on a case-by-case basis	

b) Without prejudice to the minimum rates agreed in Paragraph (a), DAFM may raise applicable rates on a case-by-case basis, specific to the requirements of individual LT-meat plants.

c) In all cases, the applicable rate will be outlined in each offer of engagement as an LT-TVI, made by DAFM, for assignment to the LT meat plant(s) concerned.

d) The rates outlined in offers of engagement are subject to review, up, or down to minimum rate, in the event of material change(s) to operations at a particular LT meat plant, including, but not

limited to, a necessity to increase/decrease slaughter days owing to variation in levels of throughput.

23. The rates of payment provided under Paragraph 22, and payment of same, are made strictly on the basis that the DAFM is not liable for any form of paid absence, and that all other entitlements available to LT-TVIs, including pension, sick pay, disability, maternity or paternity benefits are solely available through their social welfare contributions, as provided for through deductions from their fee income.

Signed on behalf of the Minister for Agriculture, Food and the Marine:

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Signed on behalf of Veterinary Ireland

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21 July 2025

**APPENDIX 1 - TABLE OF SOPS**

	Name
1	On the formation and updating of Panels in light of new arrangements
2	On the process for sourcing, training and adding new panellists to existing TVI panels
3	On the duration and operation of shifts
4	On payment for attendance for meetings and training
5	A TVI seeking a specific change to existing work pattern, including temporarily withdrawing from the panel
6	On the cessation of slaughter at a meat plant
7	On health and safety
8	On assessment of performance
9	On Fitness Assessment/Capacity
10	On non-compliance procedures
10A	TVI- Complaints/Appeals Procedure
11	On dealing with legislative, technical or industry change
12	On a meat plant coming under the supervisory remit of DAFM for the first time
13	On transfers

13 January 2019

1. On the formation and updating of panels in light of new arrangements
  1. Current TVIs on one or more panels will be written to at their last address known to DAFM and asked to inform DAFM on which panel they choose to work on from 01/03/2019. They will be informed that they will be removed from all other panels.
  2. TVIs who are currently on more than one meat plant panel will be required to choose which one of those panels they wish to remain on for the purposes of being offered work. The TVI's

position on the panel on which they choose to remain will not be reduced.

3. TVIs who do not respond to DAFM within two weeks of the date of the issue of the letter by post and/or email will be removed from all panels.
4. Order on the new panel for each meat plant will be based on the current order, updated in light of preferences received.
5. The Department will write to each TVI on each new panel to inform him/her of his place on the newly constituted panel.
6. The new panel for each plant will be issued to the VI in each plant.
7. The VI in consultation with his/her RSVI will decide if new additional TVIs are required in order to meet DAFM business needs.

13 January 2019

2. Sourcing, training and adding new panellists to existing panels of TVIs
  1. The Department of Agriculture Food and the Marine will invite applications for approval for engagement as Temporary Veterinary Inspectors (TVIs), in respect of individual approved DAFM meat plant(s) from time to time, in accordance with identified needs. Such applications will be invited from time to time, as necessary, in respect of individual plants, in accordance with the decision of the Department.
  2. The invitation for applications for engagement will include:
    - i. The location of the available panel place(s);
    - ii. That the Department does not guarantee that it will require any services from successful applicants;
    - iii. Where successful applicants are not available to accept offered shift(s):
      - a. Available work will then be offered to the next TVI on the relevant panel.
      - b. Once a shift is accepted, 24 hours cancellation notice by the TVI should be given where possible.
    - iv. The hourly rate;
    - v. That a suitably qualified individual must:-

- a. be a veterinary practitioner registered with the Veterinary Council of Ireland in accordance with Part 4 of the Veterinary Practice Act 2005 (or who is in the process of so registering and is so registered before this process is complete);
  - b. meet the other requirements throughout the duration of their placement on the panel as set out in the Conditions of Engagement and associated SOPs.
  - c. Applications must include name, address, contact phone number, email address; detail of qualifications and registration (or pending registration) with the Veterinary Council of Ireland and an indication of knowledge and understanding of the Hygiene Package and the incoming Regulation 2017/625.
3. Applications for approval for engagement as Temporary Veterinary Inspectors (TVIs) shall include:
  - an undertaking of agreement to comply with all Health and Safety requirements;
  - a commitment to comply with all SOPs of DAFM and all reasonable directions of the Department as they relate to provision of ante and/or post mortem meat inspection services;
  - a commitment to adhere to the Department's conflict of interest protocol;
  - and an indication of fluency in both the spoken and written forms of the English language as may be required to deliver the Services.
4. Applications, specifying the DAFM approved meat plant (hereinafter referred to as the meat plant) at which engagement is being sought, must be submitted to the Department of Agriculture and Food. Those eligible to apply are veterinary practitioners who are currently registered in the Register of Veterinary Practitioners for Ireland and are not engaged in any work, as an employee or a self-employed person, which DAFM considers would render them unsuitable for engagement with the Department as a TVI. TVI's may continue to work in other capacities when not providing Meat Inspection Services, where such work does not render them unsuitable as TVIs with the Department for meat inspection services.

5. All applicants will be checked as to their eligibility for engagement as a TVI.
6. In the event that more eligible applications are received than panel places are being made available, a lottery of eligible applications will be held to fill the panel places available. The lottery will be held by the Department in the presence of representatives of both parties. The lottery will determine the successful applicants and their place on the panel. The details of unsuccessful applicants will not be retained after the advertised available places on the panel have been filled. Unsuccessful individuals may submit new applications on the next occasion the Department chooses to open a meat plant panel to some new applicants.
7. All applicants will be notified of the outcome of the selection process as soon as possible after the completion of the process.
8. Before being offered a place on the panel, selected applicants will be required to furnish the Department with a tax clearance certificate and a medical certificate attesting to the Applicant's ability to fully perform the Services in a meat plant environment, and to attend (without payment), in advance of commencement of the services, an induction course (approved by the Department) on ante and post mortem systems and procedures; and will be required to undergo subsequent relevant training as deemed necessary by the Department. This subsequent training will be eligible for CPD points with the Veterinary Council of Ireland. The application process will not progress until after the training is completed to the satisfaction of DAFM.
9. The training will comprise a practical and theoretical aspect. The theoretical aspect will cover legislation, DAFM procedures, reporting obligations and H/S overview (not an exhaustive list). At the end of the training period, the applicants' capability will be subject to assessment by the relevant VI(s). On satisfactory completion of the required training course, and with a positive assessment of having demonstrated the necessary skills, applicants will be eligible to be placed on the panel of TVIs at the relevant meat plant.
10. On successful completion of training and the provision of the required medical certification, selected applicants will be added to the meat plant panel, and applicants who do not successfully complete the required training or provide the required medical certification within 3 weeks of being offered such training will be

deemed to be unsuitable for the panel placement on that occasion. They may apply for future opportunities as they arise. In such circumstances, the individual next in line in accordance with the lottery that had previously occurred will be offered a place on the panel subject to the process described above.

11. Individuals who have been permanently removed from meat plant panels arising from concerns in respect of their conduct or performance in accordance with appropriate procedures, will be considered to be ineligible to apply for placement on a panel.

13 January 2019

### 3. The duration and operation of shifts

1. The VI, having consulted with factory management, will determine the inspection points, the number of shifts and required rostering arrangements for each meat plant and will determine in advance what roster periods are required based on FBO information on slaughter numbers for the period in question. TVI's will then be offered shifts on the basis of this calculation.
2. In the context of covering the operational requirements of meat plants, the shift options available allow for a range of flexible options which will be selected on the basis of the operational working of the meat plant, together with the most efficient use of TVI time.
3. Subject to the above, the minimum roster period in the morning and afternoon will be 2 hours, depending on the plant operational schedule. Rosters may be arranged in any combination of the following hours to suit individual meat plant operations:

2 hrs, 2  $\frac{1}{4}$  hrs; 2  $\frac{1}{2}$  hrs; 2  $\frac{3}{4}$  hrs; 3 hrs; 3  $\frac{1}{4}$  hrs; 3 1/2 hrs; Payment will be for times rostered.

There will be no more than 2 rostered 2 hour shifts per day.

4. In exceptional circumstances (e.g. Factory Breakdown earlier in the day or where additional animals have to be processed) the final rostered shift(s) of the day may be extended by 30 minutes, beyond the initial rostered period and the rostered TVI(s) will complete same in these exceptional circumstances.

In the event of 30 minutes being insufficient, a minimum shift period will apply. All practical efforts will be made to roster additional TVIs.

5. Wash-up/Wash-down times are absorbed into the hourly rate. TVIs must be available on the line fully prepared for work at the rostered times.
6. Breakdown time will be paid for in accordance with roster arrangements.
7. Lunch breaks are not included in rostered shift periods. Rostered shift periods cannot "straddle" lunch breaks.
8. Rostered shift periods cannot "straddle" factory tea-breaks.
9. Previously rostered shifts that are cancelled with less than 24 hours notice will be paid for as rostered. Previously rostered shifts that are cancelled with 24 (or more) hours notice will not attract payment.
10. TVI's may only accept work in respect of one shift on any one day, unless in an emergency and as a last resort, where they are invited by DAFM to continue working and where no other TVI is available. Additional shifts will be offered on the basis of the order on the panel.
11. In recognition of the need to accurately account for and calculate the fee for individual TVIs and to eliminate bureaucracy and speed up the payment of TVI fees, the following arrangements will be put in place:
  - a. Electronic assignment of shifts and recording of hours worked will be explored with a view to early implementation, to facilitate streamlining of the payment system and a reduction in paperwork associated with TVI fees claims.
  - b. Payment of claims will be scheduled monthly, after the end of the month of claim.
12. As an interim measure, TVIs will continue to manually record actual times of attendance (start and finish time on the line) in the Daily Attendance Sheet.

4. Payment for attendance at meetings and training

1. Whilst engaged for the provision of a Meat Inspection Service, TVIs shall be paid for travel to attend any training arranged by DAFM at a rate of 17.63 cent per kilometer. This rate will be subject to review.
2. Travel payments will not apply to training prior to placement on the panel.
3. Travel payments will be calculated on the distance to the venue of the meeting or training from the TVI's home or the meat plant on which that TVI is on a panel, whichever is the lesser.
4. An attendance fee shall be paid at the normal TVI rate and will be calculated in respect of the duration of the training session, paid in quarter hour segments only in respect of all verified entire quarter hour periods for which a TVI is fully in attendance.
5. The attendance fee shall not include time travelling to and from the meeting.

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5. A TVI seeking a specific change to existing work pattern, including absences / temporarily withdrawing from the panel
  1. A TVI who seeks to temporarily withdraw from panels shall indicate this to DAFM in writing to both the VI at the meat plant and the Department. It is desirable that the TVI gives an indication of the time frame of absence.
  2. The TVI will then not be offered work until such time as the TVI gives advance notice (2 weeks) to the VI and the Department, that they are now available for work.
  3. If the TVI remains absent from the panel for a 12 month period, a letter will issue to their known address advising them that their name will be removed from the panel.
  4. Every effort will be made to accommodate specific work patterns requested by TVIs, while ensuring the overall delivery of the meat inspection service. Seniority applies in the context of changes being sought for specific work patterns. Such arrangements, if agreed shall apply without any penalty being incurred or applied to the individual TVI.

5. For the purpose of predictability and stability of provision of service, the following will apply:

The following will not impact on a person's order on the panel

- Where called with less than 24 hours notice
- Occasional inability to attend for practice reasons
- Annual leave
- Sick leave
- Maternity leave
- Leave of absence for reasons other than private practice
  - (i) Academic/study
  - (ii) Charitable or development work outside Ireland.

Where a change of shift is sought on the basis of seniority, notification of intention to change (two months in advance) is required. The change will be for a minimum period of one year or by initial agreement between the two TVIs involved (i.e. swap). If the number of available shifts is subsequently reduced or if shift patterns/times are altered during the period in question due to changes in meat plant slaughter activities the TVI can apply to revert to his/her original shift.

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6. On the cessation of slaughter at a meat plant

1. In cases where a meat plant ceases slaughtering, the TVI panellists attached to it will be asked to indicate in writing if they wish to return to that meat plant in the event of it reopening. During the period of the closure, those opting to return may apply for placement on a panel at another meat plant. Those TVIs will be added at the end of the panel of the other meat plant in order according to their place on the panel of the plant that has ceased slaughtering. Such TVIs can indicate their availability to be offered work and to thereby return to their prior position on the panel at the first meat plant if/when it reopens.

2. Where a meat plant ceases slaughtering at a location permanently<sup>1</sup>, and where there is no opportunity to gain a place on a panel at another plant within 50 km of the closed plant, the TVI shall receive a termination payment. This termination payment will be the equivalent of two weeks average fee, averaged on an annualized basis, (to a maximum of €600 per week in total) reflecting the averaged amount of work accepted by the TVI, per year of engagement at that plant.
3. Where such a payment is paid, the TVI must not undertake any other DAFM TVI work for a period of 3 years or a pro rata deduction will be made when TVI work is undertaken subsequently.

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## 7. Health & Safety

1. TVIs must adhere to and comply with all health and safety requirements as advised to them by DAFM and the food business operator in respect of the site they are working in.
2. TVIs engaged at meat plants must use/wear the PPE stipulated and supplied by this Department. Failure to do so will be considered a serious non-conformance.
3. For Health & Safety reasons and in order to ensure the integrity of the meat inspection service is not threatened, the use of mobile phones, audio systems etc by any TVI while engaged to carry out ante-mortem and post-mortem inspection and ancillary duties by the Department is not permitted.

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## 8. Assessment of performance

The performance of TVIs in terms of how they carry out the Official Controls allocated to them by the Official Veterinarian will be assessed by DAFM as the Competent Authority and as required under the Hygiene Package and Regulation 2017/625. The process will include (at a minimum) an annual evaluation of, (but not exclusively): -

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<sup>1</sup> Determination that a premises is permanently closed will be concluded [12 months] after the cessation of slaughter.

- a) adherence to ante-mortem and post mortem procedures,
- b) hygienic practices,
- c) record keeping, including electronic recording
- d) punctuality, and attendance at inspection point whilst engaged;
- e) reporting,
- f) inspection/sampling protocols as relevant,
- g) attendance at relevant seminars or information meetings,
- h) participation in additional training, including online training,
- i) participation in the introduction and utilisation of new technology,
- j) participation in the introduction and implementation of new agreed processes,
- k) management of any potential conflicts of interest,
- l) compliance with new legislative requirements as they are enacted, and
- m) compliance with health and safety requirements.
- n) Additional issues as may necessary under legislation or health and safety rules.

The parameters of the assessment will be determined by veterinary management taking account of the legislative requirements of ante-mortem and post-mortem.

The TVI will be given a copy of the assessment report on completion of the assessment and will be offered an opportunity to respond to and act on the requirements therein.

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## 9. Fitness Assessment/Capacity:

- 1. Recognising that the inspection work takes place in a high-risk industrial environment, DAFM will put in place a centralised independent assessment process to evaluate the capacity of individuals to work in such an environment.

2. This independent assessment will commence at age 66 and will take place every two years. If a TVI does not attend for assessment within two months of notification of the requirement to attend, he/she will not be offered work until this requirement is met.
3. However, at any age or time, at the request of a VI/RSVI who has identified potential concerns regarding the capability and capacity of an individual TVI to operate healthily and safely within such an environment and/or to deliver effective service, DAFM will initiate an independent assessment of the TVIs capacity to work in a high-risk industrial environment.
4. Until the result of the independent assessment is complete and the TVI is deemed fit to provide meat inspection service in a meat plant environment he/she will not be rostered. This process will be completed within a maximum of 6 weeks from the date of notification to the TVI.
5. If a TVI fails to attend such an assessment on three occasions without reasonable explanation as determined by DAFM, he/she will be removed from his/ her panel.
6. The parameters of the independent assessment will be determined by a medical professional, having regard for the high-risk industrial environment in which TVIs work.
7. Where a TVI is deemed by the independent assessment process not to have sufficient capability and/or capacity to be able to operate safely in an industrial environment, he/she will not be offered work by the Department for the provision of meat inspection services. The merit of subsequent or follow-up assessments by the independent assessor will be a matter for the assessor's determination. Any such subsequent assessments will be at the TVIs own expense.

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## 10. Non-Compliance Procedures

### 1. Veterinary inspector / Superintending Veterinary Inspector

Any reference to VI/SVI shall mean the Superintendent Veterinary Inspector or Veterinary Inspector, as appropriate to the specific situation. It is generally expected that the VI/SVI will

administer verbal warnings and written warnings. A VI/SVI may administer a final written warning and more serious sanctions, where appropriate, having consulted the SSVI. At any stage of the procedures outlined below a TVI can avail of the opportunity to be accompanied by a colleague or other representative.

## 2. Major non-compliances

Where a concern arises regarding an alleged major non-compliance<sup>1</sup> on the part of a TVI, in respect of his/ her engagement on meat inspection duties, his/ her conduct, performance or otherwise, in general, the VI/SVI will deal with the matter as follows (see Diagram 1).

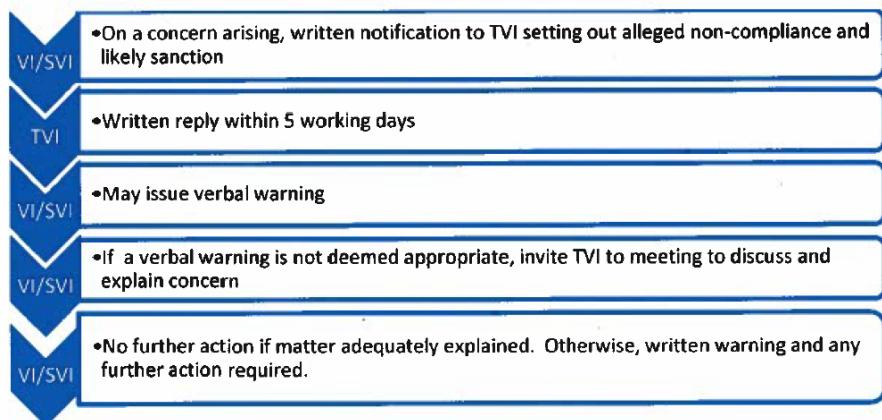
The VI/SVI will notify the TVI in writing of the alleged major non-compliance(s)<sup>1</sup> and the likely sanction such non-compliance(s) could attract. The TVI will be invited to reply in writing (within 5 working days) and to provide, where appropriate, a comment on the alleged non-compliance. Depending on the circumstances of the case, this may occur at or after the occasion that gives rise to the concern. If the TVI fails to co-operate and doesn't give a written comment, then the VI/SVI will make a decision based on the available information, records the failure to cooperate and acts accordingly i.e. written warning and sanction if appropriate.

- a) It is open to the VI/SVI to issue a verbal warning at that stage, if he or she decides, having considered the comments/representations of the TVI, that such a warning is appropriate;
- b) The VI/SVI will communicate this decision and any follow-up action to the TVI;
- c) If a verbal warning is not deemed appropriate, the VI/SVI may invite the TVI to a meeting to offer an opportunity to discuss and explain the concern; (In the event that the TVI fails to avail of such a meeting, the VI/SVI may make a decision based on the available information, (record the failure to co-operate) and act accordingly i.e. written warning and/or sanction as appropriate.
- d) In the invitation to meet, the VI/SVI shall outline for the TVI the appropriate suite of sanctions under consideration should the facts of the alleged major non-compliance be

deemed to have occurred. The TVI shall be entitled to make submissions in this specific regard;

- e) If the alleged major non-compliance can be adequately explained, no further action will take place on this occasion;
- f) If the matter cannot be adequately explained, it will be open to the VI/SVI to issue a written warning, if he or she decides, having considered the representations of the TVI, that such a warning is appropriate. The written warning may be accompanied by an additional sanction from the suite of sanctions previously notified to the TVI, if the VI/SVI deems it appropriate.

Diagram 1



Where the use of the measures at (a) to (f) above to resolve the concern is considered inappropriate, e.g. where the alleged non-compliance(s) is sufficiently major to warrant immediate action, or where these measures have proven unsuccessful, the VI/SVI may commence the procedure set out in the following steps (see in Diagram 2).

Notwithstanding the above, there will be occasions where more urgent actions are required pending the resolution of issues or pending the carrying out of an investigation. These occasions will include, but are not limited to, occasions where the alleged major non-compliance directly impacts in a significant manner on the future onward veterinary certification of the food by DAFM, where the TVI fails to carry out ante mortem or post mortem inspection as scheduled and animals and/or product is processed whilst the TVI is absent, or the failure to carry out post mortem/ante mortem examination by the TVI when in attendance. In such cases, the VI/SVI must take immediate action to investigate the matter and to resolve the issue. Very exceptionally, immediate action may be warranted, up to and including immediate suspension of the TVI. In such exceptional cases the action can only be applied following consultation with the rSVI .

Investigation:

- The necessity for and nature of any investigation will depend on the complexity and seriousness of the issue and will be a matter for the VI/SVI to determine — however it must be undertaken without any undue delay;
- Gathering information: The VI/SVI may gather available information prior to commencing an investigation or undertaking a meeting with the TVI. A TVI should not normally be the subject of a prolonged information-gathering process without his/her knowledge. The TVI should be informed without delay as soon as the VI/SVI decides that an investigation should be commenced or a meeting should be undertaken.
  - o Prepare for meeting the TVI:
- The purpose of the meeting will be to put any concerns (including, where appropriate, any investigation report) to the TVI and allow the TVI to respond;
- The TVI is entitled to receive reasonable notice of the meeting (normally up to 10 working days' notice in advance of the meeting);
- A copy of the Conditions of Engagement should be sent to the TVI along with notice of the meeting, a copy of any material obtained by the VI/SVI in their investigation of the matter, whether or not the VI/SVI intends to rely upon that material;
- The notice of the meeting should state:
  - The purpose of the meeting with a clear statement of the matter(s) which is/are the subject of the meeting;
  - That it is necessary to comply with this paragraph and attend the meeting;
  - That the TVI has the right to be accompanied at the meeting;
  - That the VI/SVI may make a decision on the basis of the evidence available in the event that the TVI fails or refuses (without reasonable cause) to participate and at a minimum the TVI's approval to be engaged for the provision of a meat inspection service will be immediately suspended where s/he fails or refuses (without adequate explanation) to participate;
  - That approval to be engaged for the provision of a meat inspection service will not be restored until the TVI has attended a meeting with the SVI/SSVI;

- That the outcome of the meeting may be the application of a serious sanction as set out in Section 3 below, up to and including removal from the TVI panel; and
- All relevant evidence should be provided to the TVI in reasonable time in advance of the meeting.

Meet the TVI:

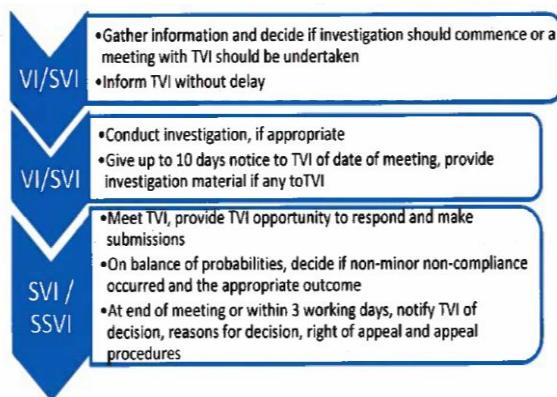
- The meeting will be conducted by an SVI and/or SSVI.
- If there has been a prior investigation, it will not generally be necessary to establish the facts again at the meeting, but the findings of the investigation will be put to the TVI at the meeting. The TVI will be given an opportunity to respond to any concerns raised at the meeting including the opportunity to respond to any investigation report and to answer appropriate questions.
- The SVI/SSVI shall outline for the TVI and his/her representative the appropriate suite of sanctions under consideration, should the facts of the alleged major non-compliance be deemed to have occurred. The TVI shall be entitled to make submissions in this specific regard;
- All parties will be entitled to take notes of all such meetings.
- Neither the TVI, nor his or her representative, will be allowed to record meetings on audio, visual or other recording device except where (and as) agreed in advance with the SVI/SSVI chairing the meeting.
- Where a TVI fails to attend a meeting (without adequate explanation) or fails to answer questions or otherwise cooperate with the conduct of the meeting (without adequate explanation) then the SVI/SSVI may make a decision on the basis of the evidence available.

Outcome of meeting:

- It is important to ensure that decisions are fair and consistent and that the facts of each case are considered carefully. In establishing the facts, the SVI/SSVI is required to consider whether, on the balance of probabilities, the suspected concern is proved, whether this amounts to a major non-compliance, and if so, the appropriate outcome;
- A decision on the outcome will be made by the SVI/SSVI. The following outcomes are possible:
- A finding that no major non-compliance occurred;

- A finding that further investigation is required to ensure all facts are being considered, in which case the VI/SVI will make appropriate arrangements for such further investigation;
- A finding that a non-compliance (minor or major) occurred but no sanction will be applied in respect of this instance;
- A finding that the application of a sanction is appropriate, in which case one of the sanctions specified in Section 3 below will be considered, in line with the procedures set out below and with due regard to the submissions of the TVI with respect to possible sanctions;
- As far as possible, at the end of the meeting the VI/SVI will notify the TVI of the outcome of the meeting, the reasons for the decision that has been reached. Otherwise, the VI/SVI should notify the TVI in writing, within 3 working days;
- In addition, the VI/SVI will notify the TVI of his/her right of appeal and of the procedure for same.

### Diagram 2



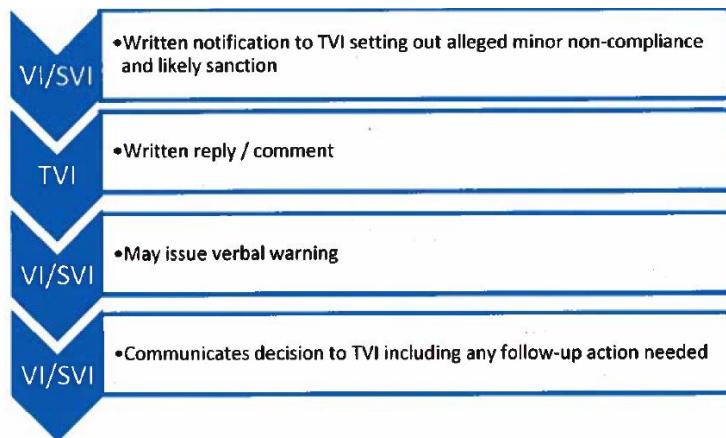
### 3. Minor non-compliances

Where a concern arises regarding an alleged minor non-compliance on the part of a TVI, in general, the VI/SVI will deal with the matter as follows (see Diagram 3):

- a) The VI/SVI will notify the TVI in writing of the alleged minor non-compliance(s) and the likely sanction such non-compliance(s) could attract. The TVI will be invited to reply in writing;
- b) It will be open to the VI/SVI to issue a verbal warning at that stage, if he or she decides, having considered the representations of the TV, that such a warning is appropriate;

c) The VI/SVI may determine that a written warning is appropriate  
 The VI/SVI will communicate this decision and any follow-up action to the TVI.

**Diagram 3**



It should be noted that either a failure to remedy a 'minor non-compliance' or a repetition of 'minor non-compliances' may result in a deviation from the above-mentioned procedure, and require the matter to be treated as a major non-compliance'.

4. Decide appropriate sanction

Factors to consider in deciding what sanction is appropriate: The following should be taken into account when reaching a decision on what sanction is appropriate:

- The nature and seriousness of the non-compliance;
- Any active warnings issued to the TVI;
- The explanation provided by the TVI;
- The submissions by the TVI at the Meeting with specific regard to possible sanctions;
- Any mitigating circumstances presented by the TVI; and
- Any other matters which, in all the circumstances, are relevant.
- A VI/SVI may also consider prior non-compliances (minor or major) where such non-compliances are relevant and such consideration is reasonable and appropriate in the circumstances of the case.
- Sanctions that may be applied: The following suite of sanctions, which are in no particular order of priority, may be appropriate should the facts of the alleged non-compliance be deemed to have occurred:

Major non-compliance:

- Written warning
- Final Written Warning
- Non payment for persistent non-attendance at the inspection point fully prepared for work at rostered times

- Temporary suspension – for a defined period of time of approval to be engaged for the provision of a meat inspection service;
- Withdrawal of approval be engaged for the provision of a meat inspection service resulting in removal from TVI panel;

Minor non-compliance:

- Verbal warning
- Written warning
- Non payment for One off, short duration non-attendance at the inspection point fully prepared for work at rostered times, that does not compromise food safety ;
- Warnings
  - Verbal Warning: normally applied for a first incident or minor non-compliance(s) and conveyed by the inspecting VI setting out details of the non-compliance, providing an opportunity to remedy the matter and setting out any remedial action required. If there is a repetition of the non-compliance(s) or if remedial actions have not been implemented as required, then further action and a written warning may be appropriate.
  - Written Warning: may be applied where there has been a repetition of a minor non-compliance, or where a verbal warning has not resulted in the implementation of remedial actions and compliance with the meat inspection service requirements, or with appropriate conduct or performance. If there is a repetition of the non-compliance or if remedial actions have not been implemented as required, then further action and a final written warning may be appropriate. Written warnings may also be issued as a result of major non-compliances. All written warnings — final or otherwise - must be cc'd to the RSVI.
    - Final Written Warning: a final written warning may be considered where the alleged non-compliance(s) is considered to be more serious in nature but is not yet such as to warrant temporary suspension or withdrawal of approval, or where there has been a continuation of behaviour which has led to previous warnings. If there is a repetition of the non-compliance or if remedial actions have not been implemented as required, then further action up to and including suspension or withdrawal of approval to be engaged for the provision of a meat inspection service may be appropriate.
  - While the preference is to deal with matters in a progressive manner, in some exceptional cases non-compliances may justify more serious sanctions where no earlier warning has issued or where earlier warnings have become inactive. For example, VI/SVIs may issue a second or final written warning for a first non-compliance where the alleged non-compliance is considered to be sufficiently serious to warrant such action e.g. where the non-minor non compliance affects the future certification of the food by DAFM, under post mortem/ante mortem examination by the TVI. In addition where the alleged non-compliance(s) is major, the VI/SVI, in consultation with the SSVI, may arrange for the immediate or

future suspension of approval to be engaged for the provision of a meat inspection service, ordinarily on a temporary basis pending investigation.

In the event that a TVI's performance involves repeated non-compliances, whether repeating the same type of non-compliance or a combination of one or more non-compliances, cumulative sanctions will apply, i.e. sanctions that increase the penalty on TVIs whose performance repeatedly presents a concern to the delivery of a meat inspection service. Therefore, depending on the circumstances of each case, TVIs who have their approval to be engaged for the provision of a meat inspection service suspended on a temporary basis will, in cases of repeat non-compliances, accumulate the number of suspension days, meaning that TVIs may be excluded from meat inspection work for long periods.

- Other sanctions up to, and including, withdrawal of approval to be engaged for the provision of a meat inspection service may be considered appropriate for cases involving 'non-minor non-compliance(s)', or where previous warnings have not produced the required performance.
- Written warnings will be kept on TVIs' files and, subsequent to satisfactory improvement, will become inactive after the time frames set out below, after which time the warnings will be removed, no regard will be had to that warning when considering any future minor or major non-compliance which may arise:
  - o Verbal Warning — 6 months
  - o Written Warning — 12 months
  - o Final Written Warning — 24 months
- Taking any of the sanctions identified in this SOP: Where the VI/SVI has decided that any of the sanctions set out in this SOP is/are appropriate s/he may proceed to take that action. The TVI should be informed of the action being taken and the reasons for the decision. If a warning is issued then the TVI should be informed of the period of validity of the warning, the improvement required, the timescale for improvement, the consequences of failure to improve and the right to appeal the decision in accordance with the appeals process set out in Section 6 below.
- No sanction will be imposed until there is a reasonably held belief that the TVI committed the non-compliance(s) in question. However, in the public interest of preserving the integrity of the meat inspection service, sanctions will be applied pending the outcome of any appeal submitted under Section 6 below.

## 5. Timelines

It is in the interest of all parties that matters are progressed in a timely and efficient fashion, in compliance with the timelines in the above procedures. However, it is recognised that on occasion it may be necessary to extend timelines to ensure all parties can participate fully in the process. All references

to days within the timelines refer to working days<sup>2</sup> or next shift whichever is sooner.

## 6. Appeals Process

Any sanction imposed by a VI/SVI other than a verbal warning may be appealed by the TVI.

### 6.1 Grounds for appeal

A TVI may lodge an appeal on one or more of the following grounds, providing specific details of each ground relied upon:

- The provisions of this SOP were not adhered to;
- All the relevant facts were not ascertained;
- The relevant facts were not proven;
- All the relevant facts were not considered, or not considered in a reasonable manner;
- The TVI was not afforded a reasonable opportunity to answer any allegation, suspicion or other concern arising about him or her;
- The TVI could not reasonably have been expected to have understood that the non-compliance(s) alleged would attract a sanction;
- The sanction was disproportionate to the alleged non-compliance(s).

### 6.2 Where to make an appeal

The notice of the sanction will specify that an appeal may be made to the Meat Hygiene Division of the Department of Agriculture, Food and the Marine. The appeal will be considered by an officer of the Department at Head of Division level with no prior knowledge or involvement with the case subject to the appeal:

### 6.3 How to make an appeal

- A TVI may request an appeal following a decision of a VI/SVI/SSVI to impose any of the sanctions set out in this SOP, with the exception of a verbal warning;
- A TVI may request an appeal following a determination by an VI/SVI/SSVI that a noncompliance(s) has occurred, and where no sanctions are imposed;
- An appeal shall be lodged with the Head of Meat Hygiene Division, the Department of Agriculture, Food and the Marine;
- The appeal should specify, in writing, the grounds on which the appeal is being made, providing specific details of each ground relied upon;

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<sup>2</sup> "Working day" means a day which is not a Saturday, Sunday or public holiday

- The information should be submitted to the Head of Meat Hygiene Division, the Department of Agriculture, Food and the Marine in accordance with the timelines listed in Section 6.4 following.

#### 6.4 Timeframes for lodging an appeal

- Notification of the intention to appeal must be made to the Head of Meat Hygiene Division, and copied to the relevant VI/SVI, in writing no later than ten working days from the date of the decision of the VI/SVI to impose a sanction. However, an extension of time to appeal may be granted, in exceptional circumstances, at the discretion of the Head of Meat Hygiene Division.
- All documentation relevant to the appeal should be submitted to the Head of Meat Hygiene Division, and copied to the relevant VI/SVI/SSVI, in writing no later than ten working days from the date of the notification of the intention to appeal.
- A counterstatement by the relevant VI/SVI/SSVI should be submitted to the Head of Meat Hygiene Division, and copied to the TVI, in writing no later than ten working days from receipt by the relevant VI/SVI/SSVI of all documentation relevant to the appeal.
- The Head of Division will make a decision on the basis of the documentation submitted and may contact the parties directly should clarification on any point be needed.
- Oral hearings will be arranged for appeals of sanctions applied in respect of major non compliances only and hearings will be held as soon as practicable, ordinarily not later than one month from receipt of the documentation by the Head of Meat Hygiene Division.
- The relevant VI/SVI/SSVI and TVI concerned will attend the hearing.
- Where a TVI fails to attend an oral hearing (without adequate explanation) or fails to answer questions or otherwise cooperate with the conduct of the hearing (without adequate explanation) then the Head of Division may make a decision on the basis of the evidence available.

#### 6.5 Outcome of the Appeal Process

The outcome of the appeal process shall be one of the following:

- Uphold the sanction;
- Determine that no wrongdoing/non-compliance occurred and/or that no sanction shall be applied;
- Apply another, more appropriate, sanction;
- Appeal identifies the need for the case to be reconsidered by the relevant VI/SVI/SSVI to remedy a specified deficiency in the proceedings.

## 6.6 Effect of sanctions that have been appealed

- No sanction will be imposed until there is a reasonably held belief that the TVI committed the non-compliance(s) in question.
- In the public interest of preserving the integrity of the meat inspection service, sanctions will be applied immediately following the decision of the relevant VI/SVI/SSVI pending the outcome of any appeal submitted under this Section 6.
- The decision of Head of Division who considers the appeal shall be final.

Appendix A — Examples of minor non-compliances (in cases where an adequate explanation is not provided) include, but are not limited to:

1. One off, short duration non-attendance at the inspection point fully prepared for work at rostered times, that does not compromise food safety ;
2. One off non adherence to ante mortem and post mortem procedures;
3. One off failure to disclose a minor conflict of interest;
4. One off failure to adhere to health and safety requirements including proper use of PPE;
5. Failure to maintain an acceptable standard of personal hygiene.
6. Failure to take adequate care in correct completion of official records/documents.
7. One off, use of mobile phones or personal audio equipment while providing meat inspection service;
8. Inadvertent breaches of confidentiality in respect of any DAFM/FBO business carried out on site;
9. Inadvertent failure to comply with DAFM's Data Protection Policy.

Appendix B — Examples of major non-compliances (in cases where an adequate explanation is not provided) include, but are not limited to:

1. Persistent Non-attendance at the inspection point fully prepared for work at rostered times;
2. Persistent non adherence to ante mortem and post mortem procedures;
3. Failure to disclose a significant conflict of interest;
4. Failure to adhere to health and safety requirements including proper use of PPE;
5. Persistent Failure to take adequate care in correct completion of official records/documents.
6. Inappropriate and un-professional behaviour towards any Department staff, factory employees or other TVIs;

7. Use of mobile phones or personal audio equipment while providing meat inspection service,  
(other than one off or short duration use as set out above) ;
8. Significant Breaches of confidentiality in respect of any DAFM/FBO business carried out on site;
9. Significant failure to comply with DAFM's Data Protection Policy.
10. Removal of DAFM or FBO documents or taking copy of such documents.
11. Removal of product or tissue without approval.
12. Removal of DAFM clothing or equipment from a premises without approval.

#### 10A - TVI - Complaints/Appeals Procedure

The parties to this agreement accept that it is in their mutual interest to establish a clear procedure for the resolution of all issues arising between them. Grievances will occur in the normal course of interaction in any organisation or workplace. It is accepted that failure to provide a procedure to deal adequately with these grievances, as they arise, will inevitably lead to disputes affecting not only the aggrieved party but all those engaged in the organisation/workplace.

Full recognition is given to the significance of personal grievances and all parties are determined that all grievances and disputes will be dealt with without undue delay and at the earliest possible stage of this procedure.

It is therefore the intention to settle amicably, at all times, any disagreements between the Department of Agriculture, Food and the Marine, its employees and representatives (DAFM Management), and any individual Temporary Veterinary Inspector (TVI), or groups of Temporary Veterinary Inspectors (TVIs), or between TVIs themselves, in relation to matters pertaining to the meat inspection service.

It is hoped that individuals will be able to settle any small disputes or differences of opinion amicably, based on mutual trust, respect and with recognition to the hierarchy structure of responsibility within the individual TVI Panel. In the event that any personal dispute between individuals cannot be settled, it should be brought to the attention of the Veterinary Inspector (VI) for consideration.

In the event of dispute or grievance between the DAFM staff and a TVI or group of TVIs on any matter be apparent, the following procedure will apply.

##### Stage 1

The matter in dispute will be discussed by the TVI or TVIs concerned, with the VI.

##### Stage 2

Failing settlement, the matter will be discussed between the TVI / TVIs, the VI and the Veterinary Ireland representative a decision given within two working days.

##### Stage 3

Should the parties fail to agree, the matter will be referred to more senior DAFM management. A meeting will be held within seven working days. Representatives from both DAFM and Veterinary Ireland may be in attendance. If a resolution is agreed, the decision will be confirmed within one working week.

Stage 4

Should the matter remain unresolved, it will be referred to an independent mediator whose decision shall be final.

During the period in which the above procedure is being followed normal meat inspection service will be provided.

In the event of any issues arising which cannot immediately be disposed of and which are being processed in accordance with the above grievance procedure, normal working - under protest if necessary - will continue, pending a settlement.

11. Dealing with legislative, technological or industry change

1. Recognising that the legislative framework for food legislation in the EU is open to review and changes, there is a need for DAFM meat inspection service to be flexible, responsive and dynamic in order to serve the consumer, discharge the obligations of DAFM and provide a service to the food industry.
2. On that basis, TVIs shall co-operate fully with all requirements of the Department of Agriculture, Food and the Marine set down in the Conditions of Engagement and associated SOPs in regard to attendance and punctuality, reporting, record keeping, inspection/sampling protocols as relevant, attendance at relevant seminars or information meetings and training including online training.
3. To ensure an efficient and effective meat inspection service, DAFM will, from time to time, initiate reviews and implement changes. to take account of e.g. new technology, revised legislation, changes in ante-mortem and post-mortem processes and procedures.
4. TVIs will be kept advised of these changes with appropriate consultation with Veterinary Ireland as necessary, and will co-operate fully with them. DAFM will ensure there is clarity on the basis and rationale for the changes noting that they may impact on the current practices and procedures dealing with ante-mortem and post-mortem.

13 January 2019

12. A meat plant coming under the supervisory remit of DAFM for the first time

1. In the case of a meat plant which is being granted DAFM approval for the first time, existing TVIs at other meat plants will be invited

to apply for work at such locations in the first instance. Where there is more than one applicant, the place will be determined on the basis of date of placement on the panel from which TVIs are seeking to transfer. In the event that date is the same for more than one TVI, the place on the panel will be determined by a lottery of those with the same earliest date.

2. Subsequent positions on the panel (if any) will be offered to new TVIs in accordance with the provisions for sourcing new TVIs.
3. In the case of a meat plant which is being granted DAFM approval for the first time and which had formerly been supervised by a Local Authority, priority will be given to the TVI/s who had been engaged by the Local Authority on meat inspection duties at the meat plant immediately prior to the granting of DAFM approval to opt to remain on this single panel, subject to compliance with health and safety requirements and satisfactory attendance patterns.
4. Subsequent positions on the panel will be offered to existing TVIs in other plants wishing to transfer to the new plant. Where there is more than one applicant, the place will be determined on the basis of date of placement on the panel from which TVIs are seeking to transfer. In the event that date is the same for more than one TVI, the place on the panel will be determined by a lottery of those with the same earliest date.
5. If there is further unmet need for TVI panellists at the plant, such panel places will be filled by the normal sourcing arrangement for new TVIs.
6. In plants where other arrangements are in place, those plants will transition to operate these Conditions of Engagement on a phased basis, in consultation with Veterinary Ireland.

13 January 2019

### 13. Transfers

1. Any TVI who wishes to transfer from his/her current one meat plant panel, to an alternative meat plant panel may do so (when the panel is open) provided he/she has the required training for that alternative meat plant. If training is required, it can be undertaken at the TVIs own expense.
2. Where there is more than one applicant, the place will be determined on the basis of date of placement on the panel from which TVIs are seeking to transfer. In the event that date is the same for more than one TVI, the place on the panel will be determined by a lottery of those with the same earliest date.
3. Such a TVI will be placed at the end of the panel to which he/she is transferring.

13 January 2019

Addendum to the Collective Agreement between the  
Department of Agriculture, Food and the Marine and  
Veterinary Ireland

**14. Dispute Resolution Procedure**

It is the intention of all parties that this collective agreement will promote harmonious relations and avoid disputes and disruption to the meat inspection service.

All parties are obliged to fully comply with the terms of this Dispute Resolution procedure.

If a dispute should occur between the parties to this agreement, neither party shall engage in a lock-out, or any other form of service disruption, until all of the following procedures have been complied with and the Labour Court has issued a recommendation on the dispute:

- All disputes that do not involve matters of interpretation of this agreement which are not resolved at local level by engagement between the parties shall be referred to the Workplace Relations Commission for resolution.
- Where the Workplace Relations Commission fails to resolve the matter the issue shall be referred to the Labour Court.
- No TVI may initiate service disruption until after the rejection of a Labour Court recommendation and then only after the expiry of at least 14 days written notice to DAFM by Veterinary Ireland. All procedures set out in this rule must be exhausted before any action causing service disruption is undertaken.

No stoppage of work, go slow or lock out shall take place in regard to any issue arising from the interpretation of this collective agreement. Should a dispute arise in relation to the interpretation of any part of the collective agreement the matter will be referred to the Labour Court for resolution and binding decision in accordance with section 12 of the Industrial Relations (Amendment) Act 2015.

**15. Termination/Cancellation of Collective Agreement**

This Agreement will remain in place until and unless all parties to the agreement agree to change its terms. Should all parties to the agreement agree to terminate the Agreement they will advise the Labour Court and give six (6) months' notice in writing of the decision to terminate.

8 April 2019

**APPENDIX 2 - TABLE OF SOPs**

SOP 1	On the formation of a mechanism for the provision of ante mortem and post-mortem services for LT meat plants
SOP 2	Sourcing, training and adding new LT-TVIs
SOP 3	The duration and operation of assigned duties
SOP 4	Payment for attendance at meetings and training
SOP 5	An LT-TVI seeking a specific change to existing work pattern, including absences / temporarily withdrawing
SOP 6	On the cessation of slaughter at a LT meat plant
SOP 7	Health and Safety
SOP 8	Assessment of performance
SOP 9	Fitness Assessment/Capacity
SOP 10	Non-Compliance Procedures
SOP 10A	LT-TVI - Complaints/Appeals Procedure
SOP 11	Dealing with legislative, technological or industry change
SOP 12	A meat plant coming under the remit of a high throughput meat plant
SOP 13	Dispute Resolution Procedure
SOP 14	Termination/Cancellation of Collective Agreement

21 July 2025

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**SOP 1. On the formation of a mechanism for the provision of ante mortem and post-mortem services for LT meat plants**

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1. Private Veterinary Practitioners engaged by a Local Authority, as a Local Authority Temporary Veterinary Inspectors (LATVI), on the 31 December

2024, will be communicated with in writing and offered a contract by DAFM for engagement as a LT-TVI.

2. Subject to Section 3(7) above, Private Veterinary Practitioners that are engaged to provide meat inspection services in establishments that are covered by Sections 1 and 2 may also provide services in LT meat plants.

3. Private Veterinary Practitioners should note that if they do not respond to the communication in Paragraph 1(1) above, within three weeks of the date of the issue of the letter, in writing (by post and/or email), they will be deemed to have declined the offer of a contract for engagement.

4. The LT-TVI, engaged on foot of a contract offered under Paragraph 1 above, in consultation with their DAFM-VI, may request new/additional LT-TVIs, if required to meet DAFM business needs at a particular LT meat plant, who may be engaged by DAFM following the procedures in SOP 2 below.

21 July 2025

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#### SOP 2. Sourcing, training and adding new LT-TVIs.

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1. DAFM may, from time to time, invite applications from suitably qualified individuals, eligible for engagement as LT-TVIs, in respect of individual or groups of LT meat plant(s), in accordance with identified needs:

- a) Such applications will be invited, as necessary, in respect of individual LT meat plants, in accordance with the decision of DAFM.
- b) Suitably qualified individuals shall be:
  - i. Veterinary practitioners who are currently registered on the Register of Veterinary Practitioners for Ireland, or
  - ii. Veterinary practitioners who are in the process of registering on the Register of Veterinary Practitioners for Ireland and are fully registered before the LT-TVI application process is complete.

2. The invitation for applications for engagement will include:

- a) The location of the available LT meat plant(s)
- b) The condition that engagement by DAFM does not guarantee that duties will be allocated to successful applicants;
- c) The rate of remuneration;
- d) The condition that a suitably qualified individual must:
  - i. Be a veterinary practitioner registered with the Veterinary Council of Ireland in accordance with Part 4 of the Veterinary Practice Act 2005, or who is in the process of so registering and is so registered before this process is complete;

- ii. Meet the other requirements throughout the duration of their placement as set out in the Conditions of Engagement, provided in Section 3 of this Agreement, and associated SOPs.
- iii. Submit a valid application that includes the details set out in Section 3 below.

3. Valid applications for engagement as LT-TVIs shall include:

- a) Name, address, contact phone number, email address.
- b) Detail of qualifications and registration, or pending registration, with the Veterinary Council of Ireland.

In the case of pending registration, applications should include details of the application to the Veterinary Council of Ireland and details of the status of the application, including the most recent correspondence from the Veterinary Council of Ireland in relation to the application.

- c) Indication of adequate knowledge and understanding of the Hygiene Package and Regulation (EU) 2017/625.
- d) An undertaking of agreement to comply with all health and safety requirements;
- e) A commitment to comply with all SOPs of DAFM and all reasonable directions of DAFM as they relate to provision of meat inspection services;
- f) A commitment to adhere to the Department's conflict of interest protocol; and
- g) An indication of fluency in both the spoken and written forms of the English language as may be required to deliver the Services.

Where it appears to DAFM that information provided under paragraphs (a) to (g) is false or misleading, the application shall not be valid.

4. Applications must specify the LT meat plant(s) at which engagement is being sought and must be submitted directly to DAFM in the manner specified in the invitation.

5. DAFM reserves the right to exclude applications from veterinary practitioners engaged in any work, whether employed or self-employed, which DAFM considers would render them unsuitable for engagement as a LT-TVI

6. Notwithstanding any other provision of this SOP, or Appendix 2, eligibility for engagement as a LT-TVI is conditional on:

- a) An applicant being suitably qualified, within the meaning of Section 1 above; and
- b) The submission of a valid application, within the meaning of Section 3

—DAFM will conduct checks on all applicants as to their eligibility for engagement as a LT-TVI.

7. In the event that the number of valid applications for engagement at a LT meat plant exceeds the number of places available, a lottery will be held to fill the places available.

- a) The lottery will be held by DAFM in the presence of representatives of both parties.
- b) The lottery will place each applicant in the order they are drawn, starting first applicant drawn is offered first available place, and to continue drawing until all available places have been filled.

All offers are subject to satisfying the requirements of sections 9-11 below.

- c) After all available places have been filled, the draw will continue and all remaining applicants are placed in the order they are drawn, the details of which will be retained by DAFM until all available places are filled in line with the requirements of sections 9-11 below.
- d) The details of unsuccessful applicants will not be retained after available places are filled in line with the requirements of sections 9-11 below. Unsuccessful applicants may submit new applications on the next occasion that an invitation, for applications for engagement as an LT-TVI, is made by DAFM.

8. All applicants will be notified of the outcome of the selection process as soon as possible after the completion of the process.

9. Before being offered a place, selected applicants will be required to furnish the Department with a tax clearance certificate and a medical certificate attesting to the Applicant's ability to fully perform the Services in a LT meat plant environment, and to attend (without payment), in advance of commencement of the services, an induction course (approved by the Department) on ante and post-mortem systems and procedures; and

Will be required to undergo subsequent relevant training as deemed necessary by DAFM. This subsequent training will be eligible for CPD points with the Veterinary Council of Ireland. The application process will not progress until after the training is completed to the satisfaction of DAFM.

10. The training will comprise of both a practical and theoretical aspect. The theoretical aspect will cover legislation, DAFM procedures, reporting obligations and H/S overview (not an exhaustive list). At the end of the training period, the applicants' capability will be subject to assessment by the relevant VI(s). On satisfactory completion of the required training course, and with a positive assessment of having demonstrated the necessary skills, applicants will be eligible to be engaged at the relevant LT meat plant.

11. On successful completion of training and the provision of the required medical certification, selected applicants will be notified, and applicants who do not successfully complete the required training or provide the required medical certification, within 3 weeks of being offered such training, will be deemed to have declined engagement on that occasion. They may apply for future opportunities as they arise.

—In such circumstances, the next placed remaining applicant drawn under section 7(c) above, who has not yet been offered a place, will be offered a place subject to completion of the process described above.

12. Individuals who have been permanently removed from meat plants, or from engagement at LT meat plants, arising from concerns in respect of their conduct or performance, in accordance with appropriate procedures, shall not be eligible to apply for engagement as an LT-TVI.

21 July 2025

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### SOP 3. The duration and operation of assigned duties

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1. The DAFM-VI, having consulted with the management of a LT meat plant, will determine in advance what level of meat inspection services are required, based on FBO information on slaughter numbers for the period in question. LT-TVIs will then be assigned duties at that LT meat plant on the basis of this calculation.

2. In the context of covering the operational requirements of LT meat plants, the options available for assigning duties will allow for a range of flexible options, selected on the basis of the operational working of the LT meat plant, together with the most efficient use of LT-TVI time.

3. Subject to the above, the minimum period on duty will be dependent on the operational schedule of the LT meat plant and duties may be split to accommodate performance of both ante and post-mortem inspection by the same LT-TVI. Duties may be arranged in any combination of times to suit operations at individual LT meat plants.

For the avoidance of doubt, on a given day, if LT-TVI duties are split over non-consecutive periods of time, any downtime between duties shall not be included in the payment rate for duties.

4. Wash-up/Wash-down times are included in the payment rate for duties.

5. In recognition of the need to accurately account for and calculate the fee for individual LT-TVIs, and to eliminate bureaucracy/speed up the payment of LT-TVI fees, the following arrangements may be put in place, subject to available resources and facilities:

- a. Electronic assignment of duties and recording of hours worked will be explored with a view to early implementation, to facilitate streamlining of the payment system and a reduction in paperwork associated with LT-TVI fees claims.
- b. Payment of claims will be scheduled monthly, after the end of the month of claim.

6. As an interim measure, LT-TVIs will continue to manually record dates of attendance for duties, in line with the agreed attendance sheet.

21 July 2025

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#### SOP 4. Payment for attendance at meetings and training

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1. Whilst engaged for the provision of meat inspection services, LT-TVIs shall be paid for travel to attend any training arranged by DAFM at a rate linked to the appropriate civil service rate.
2. Travel payments will not apply to training prior to placement.
3. Travel payments will be calculated on the distance to the venue of the meeting or training from the LT-TVI's home or the LT meat plant to which that LT-TVI is assigned, whichever is the lesser.
4. An attendance fee will only generate one payment if an individual is engaged as both a LT-TVI and a TVI, which fee shall be paid upon the rate agreed for the latter role, under Sections 1 and 2 of this Collective Agreement.
5. The attendance fee shall not include time spent travelling to and from the meeting.

21 July 2025

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#### SOP 5. An LT-TVI seeking a specific change to existing work pattern, including absences / temporarily withdrawing

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1. An LT-TVI who seeks to temporarily withdraw services shall indicate this to DAFM in writing to both the DAFM-VI at the LT meat plant and DAFM. It is desirable that the LT-TVI gives an indication of the time frame of absence.
2. The LT-TVI will not be allocated duties until such time as the LT-TVI gives advance notice (2 weeks) to the DAFM-VI and the DAFM, that they are now available for duties.
3. If the LT-TVI remains absent for over 12 months, without good reason, a letter will issue to their known address advising them that they will no longer be engaged as an LT-TVI by DAFM.
4. For the purpose of predictability and stability of provision of service, the following will not impact on a person's position:
  - Annual leave
  - Sick leave
  - Maternity leave

21 July 2025

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#### SOP 6. On the cessation of slaughter at a LT meat plant

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1. Where a LT meat plant ceases slaughtering for an unspecified duration and/or temporarily ("closed LT meat plant"):
  - a) The 'date of closure' shall be the most recent slaughter day held at the closed LT meat plant or the date upon which DAFM was notified of the cessation of slaughter at the closed LT meat plant, by the FBO, whichever is later.

- b) The 'duration of closure' is the period from the date of closure to either the reopening of the LT meat plant or DAFM deeming the LT meat plant to be permanently closed.
- c) The LT-TVI's assigned to the closed LT meat plant will be eligible to return to that LT meat plant and apply for openings that arise in other LT meat plants.
- d) To be eligible under Paragraph (c), LT-TVI's must confirm in writing, within 14 days of notification of the closure by DAFM, that they wish to return to the closed meat plant if/when it reopens.
- e) Where a closed LT meat plant does not reopen and resume slaughter operations within 12 months of the date of closure, DAFM will deem that LT meat plant to be permanently closed, and Paragraph 2 shall apply.

2. Where a LT meat plant ceases slaughtering permanently, or is deemed by DAFM to be permanently closed, under Paragraph 1(e) above ("permanently closed LT meat plant"):

- a) The 'date of closure' shall have the same meaning as in Paragraph 1 above.
- b) Any LT-TVI(s) assigned to the permanently closed LT meat plant, at the date of closure, shall receive a termination payment, subject to DAFM being satisfied there is no opportunity for assignment to another LT meat plant within 50 km of the permanently closed LT meat plant.
- c) This termination payment will be the equivalent of two weeks fee, which will be determined based on the weekly average of duties accepted by that LT-TVI per annum, for every year of engagement, or part of a year, from 1 January 2025, at the permanently closed LT meat plant.
- d) Notwithstanding Paragraph (c), the termination payment shall not exceed €600 per week.
- e) LT-TVI's who are assigned to any other LT-meat plant, other than the permanently closed LT meat plant, at the date of closure of the permanently closed LT meat plant, shall not be entitled to a termination payment under this SOP 6.
- f) LT-TVI's who receive a termination payment under this SOP 6 must not engage in DAFM LT-TVI duties for a period of 3 years from the date of payment, in default of which, a pro rata deduction will be levied on a LT-TVI, based on the amount of weeks of LT-TVI work undertaken within that 3-year period.

3. Nothing in this SOP 6 shall affect the rights of PVPs under Chapters 1 and 2 of the Collective Agreement.

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## SOP 7. Health and safety

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1. LT-TVIs must adhere to and comply with all health and safety requirements as advised to them by DAFM, and/or the food business operator, in respect of the LT meat plant they are assigned to.
2. LT-TVIs engaged at LT meat plants must use/wear the PPE stipulated by DAFM. Failure to do so will be considered a major non-compliance for the purposes of SOP 10 below.
3. For health and safety reasons, and in order to ensure the integrity of the meat inspection services, the use of mobile phones, tablets, personal electronic devices, headphones, audio systems etc by any LT-TVI, while carrying out meat inspection services and ancillary duties, is not permitted.

21 July 2025

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## SOP 8. Assessment of performance

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1. The performance of LT-TVIs in terms carrying out the duties allocated to them by the DAFM-VI as Official Controls, within the meaning of EU Regulation 2017/625 and the Hygiene Package, will be assessed by DAFM as the Competent Authority for the legislation concerned. The process will include (at a minimum) an annual evaluation of, (but not exclusively): -
  - a) adherence to ante-mortem and post-mortem procedures, delayed post-mortem where relevant.
  - b) hygienic practices,
  - c) record keeping, including electronic recording
  - d) punctuality, and attendance at inspection point whilst engaged;
  - e) reporting,
  - f) inspection/sampling protocols as relevant,
  - g) attendance at relevant seminars or information meetings,
  - h) participation in additional training, including online training,
  - i) participation in the introduction and utilisation of new technology,
  - j) participation in the introduction and implementation of new agreed processes,
  - k) management of any potential conflicts of interest,
  - l) compliance with new legislative requirements as they are enacted, and
  - m) compliance with health and safety requirements.
  - n) Additional issues as may necessary under legislation or health and safety rules.

2. The parameters of the assessment will be determined by DAFM veterinary management taking account of the legislative requirements associated with meat inspection services.

3. The LT-TVI will be given a copy of the assessment report on completion of the assessment and will be offered an opportunity to respond to, and act on, the requirements therein.

21 July 2025

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**SOP 9. Fitness Assessment/Capacity:**

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1. Recognising that meat inspection services take place in a high-risk industrial environment, DAFM will put in place a centralised independent assessment process to evaluate the capacity of LT-TVIs to perform their duties in such an environment.

2. This independent assessment will commence at age 66 and will take place every two years thereafter. If a LT-TVI does not attend for assessment within two months of notification of the requirement to attend, he/she will not be allocated duties until this requirement is met.

3. However, at any age or time, where reasonable concerns arise regarding the ability of an individual LT-TVI to:

- Perform duties in line with health and safety requirements and/or
- To deliver a reliable and effective service

—at the request of a DAFM-VI, or a Regional Superintending Veterinary Inspector, DAFM may initiate an independent assessment of the LT-TVI's capacity to work in a high-risk industrial environment.

4. Until the result of the independent assessment is complete and the LT-TVI is deemed fit to provide meat inspection services in a LT meat plant environment, he/she will not be allocated duties. This process will be completed within a maximum of 6 weeks from the date of notification to the LT-TVI.

5. If a LT-TVI fails to attend such an assessment on three occasions, without showing good reason, as determined by DAFM, he/she will be removed from engagement as an LT-TVI.

6. The parameters of the independent assessment will be determined by an independent medical professional, having regard for the high-risk industrial environment in which LT-TVIs operate.

7. Where a LT-TVI is deemed by the independent assessment process as unfit to provide meat inspection services in a LT meat plant environment, their engagement with DAFM as an LT-TVI will be terminated.

8. Any final decision on termination of engagement, on the basis of fitness, may be subject to the outcome of subsequent or follow-up assessments.

- a) The merit and/or decision to conduct any subsequent or follow-up assessments, by the independent assessor, will be for the independent assessor to determine.

b) Any such subsequent assessments will be at the LT-TVI's own expense.

9. Where an individual is engaged as an LT-TVI and also as a TVI under Sections 1 and 2 of this Collective Agreement, they are deemed:

- a) To be unfit to provide meat inspection services in a LT meat plant environment, under this SOP 9 of Appendix 2, in their capacity as an LT-TVI, this outcome shall have the same meaning and effect as if the individual was deemed not to have sufficient capability and/or capacity to be able to operate safely in an industrial environment, for the purposes of SOP 9 of Appendix 1, in their capacity as a TVI under Sections 1 and 2 of this Collective Agreement, or
- b) Not to have sufficient capability and/or capacity to be able to operate safely in an industrial environment, under SOP 9 of Appendix 1, in their capacity as a TVI under Sections 1 and 2 of this Collective Agreement, this outcome shall have the same meaning and effect as if the individual was deemed to be unfit to provide meat inspection services in a LT meat plant environment, for the purposes of this SOP 9 of Appendix 2, in their capacity as an LT-TVI.

21 July 2025

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## SOP 10 – Non-Compliance Procedures

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### **1. Veterinary Inspector I Superintending Veterinary Inspector**

1. In this SOP, Superintendent Veterinary Inspector or Veterinary Inspector refers to DAFM veterinary staff with overall responsibility for DAFM supervision of an LT meat plant, and/or the operational area in which it is located and may include the DAFM-VI responsible for allocating duties at a specific LT meat plant.

For the purposes of this SOP, these staff will be respectively referred to as the SVI and VI, as appropriate to the specific situation, it is generally expected that the SVI/VI will administer verbal warnings and written warnings.

2. The SVI/VI may administer a final written warning and more serious sanctions, where appropriate, having consulted the Senior Superintendent Veterinary Inspector (SSVI) responsible for the relevant region. At any stage of the procedures outlined below a LT-TVI can avail of the opportunity to be accompanied by a colleague or other representative.

### **2. Major non-compliances**

*See Appendix B of this SOP 10 for examples of actions considered to be major non-compliance(s).*

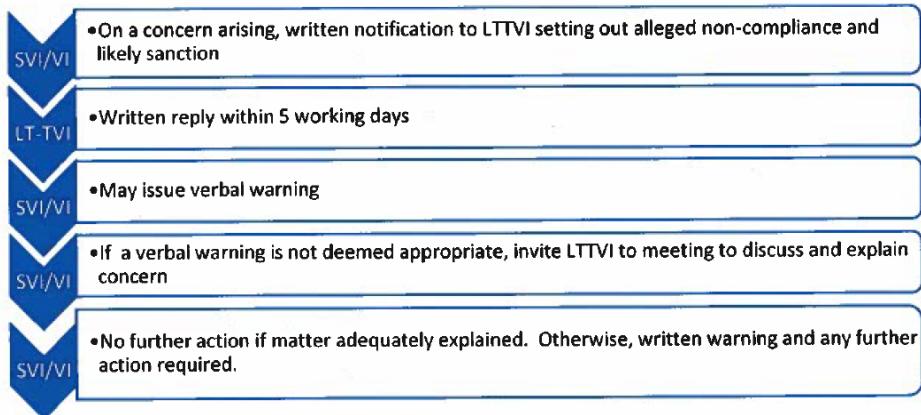
1. Where a concern arises regarding an alleged "major non-compliance" on the part of a LT-TVI, in respect of their engagement with DAFM for meat inspection services, their conduct, performance of duties or otherwise, in general, the SVI/VI will deal with the matter as follows (see Diagram 1)

2. The SVI/VI will notify the LT-TVI in writing of the alleged major non-compliance(s) and the likely sanction such non-compliance(s) could attract. The LT-TVI will be invited to reply in writing (within 5 working days) and to provide, where appropriate, a comment on the alleged non-compliance.

3. Depending on the circumstances of the case, this may occur at or after the occasion that gives rise to the concern. If the LT-TVI fails to co-operate and does not give a written comment, then the SVI/VI will make a decision based on the available information, records the failure to cooperate and acts accordingly i.e. written warning and sanction if appropriate.

- a) It is open to the SVI/VI to issue a verbal warning at that stage, if he or she decides, having considered the comments/representations of the LT-TVI, that such a warning is appropriate;
- b) The SVI/VI will communicate this decision and any follow-up action to the LT-TVI;
- c) If a verbal warning is not deemed appropriate, the SVI/VI may invite the LT-TVI to a meeting to offer an opportunity to discuss and explain the concern
  - In the event that the LT-TVI fails to avail of such a meeting, the SVI/VI may make a decision based on the available information, record the failure to co-operate, and act accordingly, including a written warning and/or sanction, as appropriate.
- d) In the invitation to meet, the SVI/VI shall outline for the LT-TVI the appropriate suite of sanctions under consideration should the facts of the alleged major non-compliance be deemed to have occurred. The LT-TVI shall be entitled to make submissions in this specific regard;
- e) If the alleged major non-compliance can be adequately explained, no further action will take place on this occasion;
- f) If the matter cannot be adequately explained, it will be open to the SVI/VI to issue a written warning, if he or she decides, having considered the representations of the LT-TVI, that such a warning is appropriate. The written warning may be accompanied by an additional sanction from the suite of sanctions previously notified to the LT-TVI, if the SVI/VI deems it appropriate.

Diagram 1



4. Notwithstanding the above, there will be occasions where more urgent actions are required pending the resolution of issues or pending the carrying out of an investigation. These occasions will include, but are not limited to, occasions where the alleged major non-compliance directly impacts in a significant manner on the future onward veterinary certification of the meat concerned by DAFM, including:

- a) Where the LT-TVI fails to carry out ante-mortem/post-mortem inspection as scheduled and animals and/or product is processed whilst the LT-TVI is absent, or
- b) The failure to carry out post-mortem/ante-mortem examination by the LT-TVI when in attendance,  
—In such cases, the SVI/VI must take immediate action to investigate the matter and to resolve the issue. Very exceptionally, immediate action may be warranted, up to and including immediate suspension of the LT-TVI. Such action can only be applied following consultation with the relevant SSVI.

5. Where the use of the measures at (a) to (f) above to resolve the concern is considered inappropriate, e.g. where the alleged non-compliance(s) is sufficiently major to warrant immediate action, or where these measures have proven unsuccessful, the SVI/VI may commence the procedure set out in the following steps (see in Diagram 2):

- a) Investigation:
  1. The necessity for and nature of any investigation will depend on the complexity and seriousness of the issue and will be a matter for the SVI/VI to determine — however, it must be undertaken without any undue delay;
  2. The SVI/VI may gather available information prior to commencing an investigation or undertaking a meeting with the LT-TVI. A LT-TVI should not normally be the subject of a prolonged information-gathering process without his/her knowledge. The LT-TVI should be informed without delay as soon as the SVI/VI decides that an investigation should be commenced, or a meeting should be undertaken.

b) Prepare for meeting the LT-TVI:

1. The purpose of the meeting will be to put any concerns, including, where appropriate, any investigation report, to the LT-TVI and to allow the LT-TVI to respond;
2. The LT-TVI is entitled to receive reasonable notice of the meeting - normally up to 10 working days in advance;
3. A copy of the Conditions of Engagement should be sent to the LT-TVI along with notice of the meeting and a copy of any material obtained by the SVI/VI in their investigation of the matter, whether or not the SVI/VI intends to rely upon that material;
4. The notice of the meeting should state:
  - i. The purpose of the meeting with a clear statement of the matter(s) which is/are the subject of the meeting.
  - ii. That it is necessary to comply with this paragraph and attend the meeting;
  - iii. That the LT-TVI has the right to be accompanied at the meeting;
  - iv. That the SVI/VI may make a decision on the basis of the evidence available in the event that the TVI fails or refuses (without reasonable cause) to participate and at a minimum the LT-TVI's engagement for the provision of meat inspection service will be immediately suspended where s/he fails or refuses (without adequate explanation) to participate;
  - v. That engagement for the provision of a meat inspection service will not be restored until the LT-TVI has attended a meeting with the SVI/ SSVI;
  - vi. That the outcome of the meeting may be the application of a serious sanction as set out in Section 3 below, up to and including removal; and
  - vii. All relevant evidence should be provided to the LT-TVI in reasonable time in advance of the meeting.

c) Meeting with the LT-TVI:

1. The meeting will be conducted by an SVI and/or SSVI.
2. If there has been a prior investigation, it will not generally be necessary to establish the facts again at the meeting, but the findings of the investigation will be put to the LT-TVI at the meeting. The LT-TVI will be given an opportunity to respond to any concerns raised at the meeting including the opportunity to respond to any investigation report and to answer appropriate questions.
3. The SVI/SSVI shall outline for the LT-TVI and his/her representative the appropriate suite of sanctions under

consideration, should the facts of the alleged major non-compliance be deemed to have occurred. The LT-TVI shall be entitled to make submissions in this specific regard;

4. All parties will be entitled to take notes of all such meetings.
5. Neither the LT-TVI, nor his or her representative, will be allowed to record meetings on audio, visual or other recording device except where (and as) agreed in advance with the SVI/SSVI chairing the meeting.
6. Where a LT-TVI fails to attend a meeting (without adequate explanation) or fails to answer questions or otherwise cooperate with the conduct of the meeting (without adequate explanation) then the SVI/SSVI may make a decision on the basis of the evidence available.

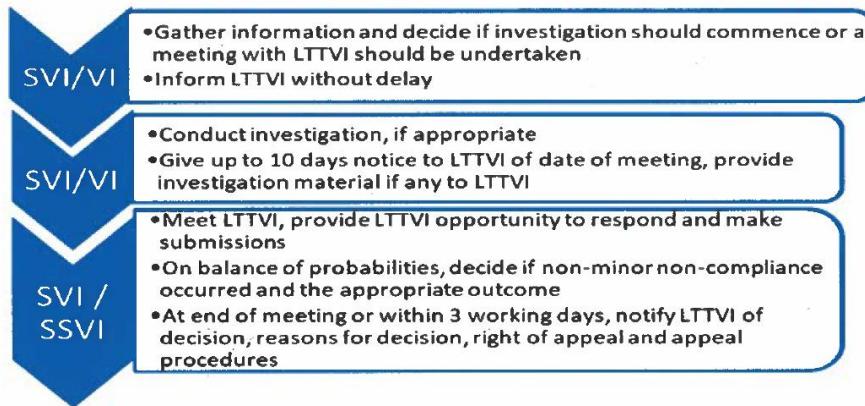
d) Outcome of meeting:

1. It is important to ensure that decisions are fair and consistent and that the facts of each case are considered carefully. In establishing the facts, the SVI/SSVI is required to consider whether, on the balance of probabilities, the suspected concern is proven, whether this amounts to a major non-compliance, and if so, the appropriate outcome;
2. A decision on the outcome will be made by the SVI/SSVI. The following outcomes are possible:
  - i. A finding that no major non-compliance occurred;
  - ii. A finding that further investigation is required to ensure all facts are being considered, in which case the SVI/VI will make appropriate arrangements for such further investigation;
  - iii. A finding that a non-compliance (minor or major) occurred but no sanction will be applied in respect of this instance;
  - iv. A finding that the application of a sanction is appropriate, in which case one of the sanctions specified in Section 3 below will be considered, in line with the procedures set out below and with due regard to the submissions of the LT-TVI with respect to possible sanctions;
  - v. As far as possible, at the end of the meeting the SVI/VI will notify the LT-TVI of the outcome of the meeting, the reasons for the decision that has been reached.

Otherwise, the SVI/VI should notify the LT-TVI in writing, within 3 working days;

In addition, the SVI/VI will notify the LT-TVI of his/her right of appeal and of the procedure for same.

Diagram 2



### 3. Minor non-compliances

See Appendix A of this SOP 10 for examples of actions considered to be major non-compliance(s).

1. Where a concern arises regarding an alleged "minor non-compliance" on the part of a LT-TVI, in general, the SVI/VI will deal with the matter as follows (see Diagram 3):
  - a) The SVI/VI will notify the LT-TVI in writing of the alleged minor non-compliance(s) and the likely sanction such non-compliance(s) could attract. The LT-TVI will be invited to reply in writing;
  - b) It will be open to the SVI/VI to issue a verbal warning at that stage, if he or she decides, having considered the representations of the LT-TVI, that such a warning is appropriate;
  - c) The SVI/VI may determine that a written warning is appropriate. The SVI/VI will communicate this decision and any follow-up action to the LT-TVI.
2. It should be noted that either a failure to remedy a minor non-compliance or a repetition of minor non-compliance<sup>1</sup> may result in a deviation from the above-mentioned procedure and require the matter to be treated as a major non-compliance<sup>1</sup>.

### 4. Appropriate sanctions after non-compliance (minor or major)

1. The relevant decision maker shall have regard to the following matters when reaching a decision on an appropriate sanction:
  - a) The nature and seriousness of the non-compliance;
  - b) Any active warnings issued to the LT-TVI;
  - c) Any explanation provided by the LT-TVI;
  - d) Any submissions by the LT-TVI at the Meeting with specific regard to possible sanctions.
  - e) Any mitigating circumstances presented by the LT-TVI; and

f) Any other matters which, in all the circumstances, are relevant.

2. A SVI/VI may also have regard to prior non-compliances (minor or major) where such non-compliances are relevant and such consideration is reasonable and appropriate in the circumstances of the case.

3. The following suite of sanctions, which are in no particular order of priority, may be appropriate should the facts of the alleged non-compliance be deemed to have occurred:

- a) Major non-compliance:
  - Written warning
  - Final Written Warning
  - Non-payment for persistent non-attendance/absence from allocated duties
  - Temporary suspension for a defined period of time.
  - Withdrawal of engagement for the provision of a meat inspection services as an LT-TVI
- b) Minor non-compliance:
  - Verbal warning
  - Written warning
  - Non-payment for one off, short duration non-attendance that does not compromise food safety;

4. Verbal Warning:

Normally applied for a first incident or minor non-compliance(s) and conveyed by the SVI/VI setting out details of the non-compliance, providing an opportunity to remedy the matter and setting out any remedial action required.

If there is a repetition of the non-compliance(s) or if remedial actions have not been implemented as required, then further action and a written warning may be appropriate. Verbal warnings shall be recorded by the SVI/VI and kept on the LT-TVIs' file for six months.

5. Written Warning:

May be applied where there has been a repetition of a minor non-compliance, or where a verbal warning has not resulted in the implementation of remedial actions and compliance with the meat inspection service requirements, or with appropriate conduct or performance.

If there is a repetition of the non-compliance or if remedial actions have not been implemented as required, then further action and a final written warning may be appropriate. Written warnings may also be issued as a result of major non-compliances. All written warnings, whether final or otherwise, must be copied to the SSVI.

6. Final Written Warning:

A final written warning may be considered where the alleged non-compliance(s) is considered to be more serious in nature but is not yet such as to warrant

temporary suspension or withdrawal of approval, or where there has been a continuation of behaviour which has led to previous warnings. If there is a repetition of the non-compliance or if remedial actions have not been implemented as required, then further action up to and including suspension or withdrawal of approval to be engaged for the provision of a meat inspection service may be appropriate.

7. While the preference is to deal with matters in a progressive manner, in some exceptional cases non-compliances may justify more serious sanctions where no earlier warning has issued or where earlier warnings have become inactive,

For example:

- a) SVI/VI's may issue a second or final written warning for a first non-compliance where the alleged non-compliance is considered to be sufficiently serious to warrant such action, for example, where the alleged major non-compliance directly impacts in a significant manner on the future onward veterinary certification of the meat concerned by DAFM, as outlined in Section 2(4) above.
- b) In addition, where the alleged non-compliance(s) is major, the SVI/VI, in consultation with the SSVI, may arrange for the immediate or future suspension of engagement for the provision of a meat inspection service, ordinarily on a temporary basis pending investigation.
8. If a LT-TVI's performance involves repeated non-compliances, whether repeating the same type of non-compliance, or a combination of one or more non-compliances, cumulative sanctions will apply, i.e. sanctions that increase the penalty on LT-TVI's whose performance repeatedly presents a concern to the delivery of a meat inspection service. In particular, LT-TVI's who are temporarily suspended from engagement with DAFM, in the case of a repeated non-compliance, will receive a greater number of suspension days, meaning that LT-TVI's may be suspended from meat inspection work for long periods.
9. Other sanctions up to, and including, the termination of engagement with DAFM for the provision of a meat inspection service may be considered appropriate for cases involving major non-compliance(s), or where previous warnings have not produced the required performance.
10. Written warnings will be kept on a LT-TVI's file by DAFM and, subsequent to satisfactory improvement, will become inactive after the time frames set out below, after which time the warnings will be removed, no regard may be had to that warning when considering any future minor or major non-compliance which may arise:
  - a) Verbal Warning —6 months
  - b) Written Warning — 12 months
  - c) Final Written Warning — 24 months

11. Taking any of the sanctions identified in this SOP:

- a) Where the SVI/VI has decided that any of the sanctions set out in this SOP are appropriate, they may proceed to take that action.
- b) The LT-TVI should be informed of the action being taken and the reasons for the decision.
- c) If a warning is issued then the LT-TVI should be informed of the period of validity of the warning, the improvement required, the timescale for improvement, the consequences of failure to improve and the right to appeal the decision in accordance with the appeals process set out in Section 6 below.
- d) No sanction will be imposed unless there is a reasonably held belief that the LT-TVI committed the non-compliance(s) in question. However, in the public interest of preserving the integrity of the meat inspection service, sanctions will be applied pending the outcome of any appeal submitted under Section 6 below.

**5. TIMELINES:**

It is in the interest of all parties that matters are progressed in a timely and efficient fashion, in compliance with the timelines in the above procedures. However, it is recognised that on occasion it may be necessary to extend timelines to ensure all parties can participate fully in the process. All references to days within the timelines refer to working days or next shift whichever is sooner.

**6. APPEALS PROCESS:**

Any sanction imposed by a SVI/VI, other than a verbal warning, may be appealed by the LT-TVI.

**1. Grounds for appeal:**

A LT-TVI may lodge an appeal on one or more of the following grounds, providing specific details of each ground relied upon:

- a) The provisions of this SOP were not adhered to;
- b) All the relevant facts were not ascertained;
- c) The relevant facts were not proven;
- d) All the relevant facts were not considered, or not considered in a reasonable manner;
- e) The LT-TVI was not afforded a reasonable opportunity to answer any allegation, suspicion or other concern arising about him or her;
- f) The LT-TVI could not reasonably have been expected to have understood that the noncompliance(s) alleged would attract a sanction;
- g) The sanction was disproportionate to the alleged non-compliance(s).

## 2. Where to make an appeal

- a) The notice of the sanction will specify that an appeal may be made to:

*Milk and Meat Hygiene and Animal By-Products Division,  
Department of Agriculture, Food and the Marine.*

- b) The appeal will be considered by an officer of the Department at Head of Division level with no prior knowledge or involvement with the case subject to the appeal.

## 3. How to make an appeal

- a) A LT-TVI may request an appeal following a decision of a VI/SVI/SSVI to impose any of the sanctions set out in this SOP, with the exception of a verbal warning;
- b) A LT-TVI may request an appeal following a determination by an VI/SVI/SSVI that a non-compliance(s) has occurred, and where no sanctions are imposed;
- c) The appeal should state, in writing, the grounds on which the appeal is being made, specifying details of each and every ground being relied upon;
- d) An appeal, and any further information/grounds of appeal, shall be lodged with the Head of Milk and Meat Hygiene and Animal By-Products Division, as per Section 6(2)(a) above, in accordance with the timelines provided in Section 6(4) below.

## 4. Timeframes for lodging an appeal

- a) Notification of the intention to appeal must be made to the Head of Milk and Meat Hygiene and Animal By-Products Division, and copied to the relevant SVI/VI, in writing, no later than 10 working days from the date of the decision under appeal. However, an extension of time to appeal may be granted, in exceptional circumstances, at the discretion of the Head of Milk and Meat Hygiene and Animal By-Products Division.
- b) All documentation relevant to the appeal should be submitted to the Head of Milk and Meat Hygiene and Animal By-Products Division and copied to the relevant VI/SVI/SSVI, in writing, no later than 10 working days from the date of the notification of the intention to appeal.
- c) A counterstatement by the relevant VI/SVI/SSVI should be submitted to the Head of Milk and Meat Hygiene and Animal By-Products Division, and copied to the LT-TVI, in writing no later than 10 working days from receipt by the relevant VI/SVI/SSVI of all documentation relevant to the appeal.
- d) The Head of Division will make a decision on the basis of the documentation submitted and may contact the parties directly should clarification on any point needed.

- e) Oral hearings will be arranged for appeals of sanctions applied in respect of major non-compliances only and hearings will be held as soon as practicable, ordinarily not later than one month from receipt of the appeal by the Head of Milk and Meat Hygiene and Animal By-Products Division.
- f) The relevant VI/SVI/SSVI and LT-TVI concerned will attend the hearing. Representatives of the VI/SVI/SSVI and LT-TVI may also attend.
- g) Where a LT-TVI fails to attend an oral hearing, without good reason, or fails to answer questions or otherwise cooperate with the conduct of the hearing. Without good reason, then the Head of Division may make a decision on the basis of the evidence available.

## 5. Outcome of the Appeal Process

The outcome of the appeal process shall be one of the following:

- a) Uphold the sanction;
- b) Determine that no wrongdoing/non-compliance occurred and/or that no sanction shall be applied;
- c) Apply another, more appropriate, sanction;
- d) Appeal identifies the need for the case to be reconsidered by the relevant VI/SVI/SSVI to remedy a specified deficiency in the proceedings.

## 6. Effect of sanctions that have been appealed

- a) No sanction will be imposed unless there is a reasonably held belief that the LT-TVI committed the non-compliance(s) in question.
- b) In the public interest of preserving the integrity of the meat inspection service, sanctions will be applied immediately following the decision of the relevant VI/SVI/SSVI pending the outcome of any appeal submitted under this Section 6.
- c) The decision of the Head of Division who considers the appeal shall be final.

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Appendix A — Examples of minor non-compliances (in cases where an adequate explanation is not provided) include, but are not limited to:

1. One off, short duration non-attendance at the inspection point(s) fully prepared for work, that does not compromise food safety;
2. One off non-adherence to ante mortem and post-mortem procedures including delayed post-mortem procedures and other required duties;
3. One off failure to disclose a minor conflict of interest;
4. One off failure to adhere to health and safety requirements including proper use of PPE;

5. Failure to maintain an acceptable standard of personal hygiene.
6. Failure to take adequate care in correct completion of official records/documents.
7. One off, use of mobile phones or personal audio equipment while providing meat inspection service;
8. Inadvertent breaches of confidentiality in respect of any DAFM/FBO business carried out on site;
9. Inadvertent failure to comply with DAFM's Data Protection Policy.

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Appendix B - Examples of major non-compliances (in cases where an adequate explanation is not provided) include, but are not limited to:

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1. Persistent Non-attendance at the inspection point(s) fully prepared for work;
2. Persistent non-adherence to ante-mortem and post-mortem procedures including delayed post-mortem procedures and other required duties;
3. Failure to disclose a significant conflict of interest;
4. Failure to adhere to health and safety requirements including proper use of PPE;
5. Persistent Failure to take adequate care in correct completion of official records/documents.
6. Inappropriate and un-professional behaviour towards any DAFM staff, factory employees or other LT-TVIs;
7. Use of mobile phones or personal audio equipment while providing meat inspection service;
8. Material breaches of confidentiality in respect of any DAFM/FBO business carried out on site;
9. Significant failure to comply with DAFM's Data Protection Policy.
10. Removal of DAFM or FBO documents or taking a copy of such documents.
11. Removal of product or tissue without approval.
12. Removal of DAFM clothing or equipment from a premises without approval.

21 July 2025

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**SOP10A LT-TVI - Complaints/Appeals Procedure**

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1. The parties to this agreement accept that it is in their mutual interest to establish a clear procedure for the resolution of all issues arising between them. Grievances will occur in the normal course of interaction in any organisation or

workplace. It is accepted that failure to provide a procedure to deal adequately with these grievances, as they arise, will inevitably lead to disputes affecting not only the aggrieved party but all those engaged in the organisation/workplace.

2. Full recognition is given to the significance of personal grievances and all parties are determined that all grievances and disputes will be dealt with without undue delay and at the earliest possible stage of this procedure.

3. It is therefore the intention to settle amicably, at all times, any disagreements between DAFM, its employees and representatives, and any individual LT-TVI, or groups of LT-TVIs, or between LT-TVIs themselves, in relation to matters pertaining to meat inspection services.

4. It is hoped that individuals will be able to settle any small disputes or differences of opinion amicably, based on mutual trust and respect. In the event that any personal dispute between individuals cannot be settled, it should be brought to the attention of the DAFM-VI for consideration.

5. In the event of dispute or grievance between the DAFM staff and a LT-TVI, or group of LT-TVIs, on any matter being apparent, the following procedure will apply:

Stage 1

The matter in dispute will be discussed by the LT-TVI, or LT-TVIs, concerned, with the DAFM-VI.

Stage 2

Failing settlement, the matter will be discussed between the LT-TVI, the DAFM-VI and/or SVI, and the Veterinary Ireland representative, with a decision given within two working days.

Stage 3

Should the parties fail to agree, the matter will be referred to more senior DAFM management. A meeting will be held within seven working days. Representatives from both DAFM and Veterinary Ireland may be in attendance. If a resolution is agreed, the decision will be confirmed within one working week.

Stage 4

Should the matter remain unresolved, it will be referred to an independent mediator whose decision shall be final.

During the period in which the above procedure is being followed normal meat inspection service will be provided.

In the event of any issues arising which cannot immediately be disposed of, and which are being processed in accordance with the above grievance procedure, normal working - under protest if necessary - will continue, pending a settlement.

21 July 2025

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#### SOP 11. Dealing with legislative, technological or industry change

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1. Recognising that the legislative framework for food legislation in the EU is open to review and changes, there is a need for DAFM meat inspection services to be flexible, responsive and dynamic in order to serve the consumer, discharge the obligations of DAFM and provide a service to the food industry.
2. On that basis, LT-TVIs shall co-operate fully with all requirements of DAFM set down in these Conditions of Engagement and associated SOPs regarding attendance and punctuality, reporting, record keeping, relevant inspection/sampling protocols, attendance at relevant seminars, or information meetings, and training, including online training.
3. To ensure efficient and effective meat inspection services, DAFM will, from time to time, initiate reviews and implement changes to take account of developments in technology, legislation, and changes in ante-mortem and post-mortem processes, including delayed post-mortem.
4. LT-TVIs will be kept advised of these changes with appropriate consultation with Veterinary Ireland as necessary and will co-operate fully with them. Having regard to the impact such changes may have on the current practices and procedures dealing with ante-mortem and post-mortem, including delayed post-mortem, DAFM will provide a clear basis and rationale for any changes proposed.

21 July 2025

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#### SOP 12. A meat plant coming under the remit of a high throughput meat plant

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Where a meat plant transfers from being a LT meat plant to a high throughput system to which a derogation under Article 13 of EU Regulation 2019/627 no longer applies, SOP 12, Appendix 1, will apply.

21 July 2025

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#### SOP 13. Dispute Resolution Procedure

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1. The Dispute Resolution Procedure provided in SOP 14, Appendix 1, shall apply mutatis mutandis to the Terms of Engagement of LT-TVIs under Section 3 of the Collective Agreement and to the SOPs under this Appendix 2.

21 July 2025

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SOP 14. Termination/Cancellation of Collective Agreement

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1. SOP 15, Appendix 1, shall apply mutatis mutandis to the Terms of Engagement of LT-TVIs under Section 3 of the Collective Agreement and to the SOPs under this Appendix 2.

GIVEN under my hand,  
18 December 2025

ALAN DILLON,  
Minister of State at the Department of Enterprise, Trade and  
Employment.

#### EXPLANATORY NOTE

*(This note is not part of the Instrument and does not purport to be a legal interpretation.)*

The purpose of this Order is to set out the agreed Terms and Conditions from 23 April 2019 to apply to all Temporary Veterinary Inspectors and from 1 August 2025 for all Low Throughput Temporary Veterinary Inspectors engaged by the Department of Agriculture, Food and the Marine.

BAILE ÁTHA CLIATH  
ARNA FHOILSIÚ AG OIFIG AN tSOLÁTHAIR  
Le ceannach díreach ó  
FOILSEACHÁIN RIALTAIS,  
BÓTHAR BHAILE UÍ BHEOLÁIN,  
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