

STATUTORY INSTRUMENTS.

S.I. No. 662 of 2019

REGISTERED EMPLOYMENT AGREEMENT (VETERINARY IRELAND) ORDER 2019

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Whereas I, PAT BREEN, Minister of State at the Department of Business, Enterprise and Innovation, in exercise of the powers conferred on me by subsection (5A) (inserted by section 5(d) of the Industrial Relations (Amendment)Act 2012 (No. 32 of 2012)) of section 27 of the Industrial Relations Act 1946 (No. 26 of 1946), being satisfied that subsections (1) to (5) of the said section 27 have been complied with and considering it appropriate to do so, hereby make the following order:

1. This Order may be cited as the Registered Employment Agreement (Veterinary Ireland) Order 2019.

2. The terms of the employment agreement registered by the Labour Court on 23 April 2019 and set out in the Schedule are hereby confirmed.

SCHEDULE WITHOUT PREJUDICE Collective Agreement

between the

Department of Agriculture, Food and the Marine

<u>and</u>

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.

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.

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 panellists 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.

- 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.
- 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 \notin 76.59c per hour.

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

Signed on behalf of Veterinary Ireland:

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	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

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.

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.

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 ¼ hrs; 2 ½ hrs; 2 ¾ hrs; 3 hrs; 3 ¼ hrs; 3 ½ 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.

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.

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 re-opening. 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 permanently¹, 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 \notin 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.

13 January 2019

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.

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

- 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.

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): -

- 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,
- 1) 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.

20 [662]

9. <u>Fitness Assessment/Capacity:</u>

- 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.

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' 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 noncompliance(s)' 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 noncompliance. 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;

22 **[662]**

- 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;

• <u>Gathering information</u>: 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.

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 noncompliance(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 TVI, 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 noncompliance' 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

<u>Factors to consider in deciding what sanction is appropriate</u>: 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.

• <u>Sanctions that may be applied</u>: 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 nonattendance 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 noncompliance(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 noncompliances, 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 noncompliances, 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:
 - Verbal Warning 6 months
 - Written Warning 12 months
 - Final Written Warning 24 months
- <u>Taking any of the sanctions identified in this SOP</u>: 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 days² 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;

² "Working day" means a day which is not a Saturday, Sunday or public holiday

- A 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;
- 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;
- 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.

SOP 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 engaged only the aggrieved party those not but all 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.

<u>Stage 1</u>

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 antemortem 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.

12. <u>A meat plant coming under the supervisory remit of DAFM for the first time</u>

- 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.

38 **[662]**

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.

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.

GIVEN under my hand, 18 December, 2019.

PAT BREEN,

Minister of State at the Department of Business, Enterprise and Innovation.

EXPLANATORY NOTE

(This note is not part of the Instrument and does not purpose 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 engaged by the Department of Agriculture, Food and the Marine.

42 **[662]**

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> Teil: 076 110 6834 r-post: publications@opw.ie

DUBLIN PUBLISHED BY THE STATIONERY OFFICE To be purchased from GOVERNMENT PUBLICATIONS, 52 ST. STEPHEN'S GREEN, DUBLIN 2, D02 DR67.

> Tel: 076 110 6834 E-mail: publications@opw.ie



€ 8.00

(IRSDBEI-7) 75. 12/19. Propylon.