

Civil Service Conciliation and Arbitration Scheme

General Council Report 1328

(Meeting/s of 25 March 1998)

Agreement in relation to grades represented by the Veterinary Officers' Association



General Council Report No 1328

Agreement in relation to grades represented by the Veterinary Officers' Association

Meeting of 25 March 1998.

1. Claims in relation to pay and other issues on behalf of the grades represented by the Veterinary Officers Association were presented to General Council. These fell to be considered in the context of Clause 3 of the PESP pay agreement. Subsequently, discussions took place in the context of the local bargaining provisions of the pay agreement associated with the PCW which provides that it is open to parties who had not processed claims under Clause 3 of the PESP to process their claims on the basis set out in Clause 2 (iii) A of the PCW pay agreement.
2. The Official Side said that their approach to the discussions with the Association was on the basis that additions to payroll costs would have to be compatible with the cost parameters of the PCW. The Official Side also had requirements in relation to flexibilities and changes in work practices.
3. Following discussion between the sides, agreement was reached on proposals which involve increases in pay, and flexibility measures, as set out in the Annex to this report.
4. Both sides noted that, as provided for in the PCW pay agreement, no further cost increasing claims on behalf of the grades concerned for improvements in pay or conditions may be made or processed during the

currency of the agreement.

5. At a meeting on 25 March 1998 the Council agreed to recommend for acceptance the overall package contained in the Annex.

6. This report accordingly records such agreement.

7. This report was adopted on 25 March 1998.

Annex to General Council Report No. 1328

Agreement under the provisions of Clause 2 (iii) A of the Programme for Competitiveness and Work as applied to the Public Service in relation to grades represented by the Veterinary Officers' Association (VOA)

1 Payment on Account

1.1 A payment on account of 1% has been made to the grades concerned with effect from 1 April 1994 under Clause 2 (iv). The proposed payments in the following paragraphs are in addition to this 1% which has been incorporated in salary scales.

2 Pay Scales and Allowances

2.1 Adjustments are being made to scale points other than the maximum.

2.2 Provision is being made for allowances.

3 Long Service Increments

3.1 Veterinary Inspector and Research Officer

A long service increment of £1,180 p.a. will be payable after three years satisfactory service on the maximum of the scale. A further long service increment of £1,180 p.a. will be payable after a total of six years satisfactory service at the maximum of the scale.

3.2 Superintending Veterinary Inspector and Senior Research Officer

As in paragraph 3.1 above with long service increments of £1,300 each.

3.3 Senior Superintending Veterinary Inspector and Superintending Senior Research Officer

As in paragraph 3.1 above with long service increments of £1,471 each.

3.4 Deputy Director Veterinary Research Laboratory

As in paragraph 3.1 above with long service increments of £1,553 each.

3.5 Deputy Chief Veterinary Officer and Director, Veterinary Research Laboratory

As in paragraph 3.1 above with long service increments of £1,589 each.

[In the case of 3.4 and 3.5 above, the application of the revised scales including LSIs is without prejudice to existing structural and organisational arrangements.]

4 Phasing

4.1 Revised scales, including long service increments, will be introduced in phases as follows:

60% of the increase involved arising from the application of one or two long service increments, as appropriate, with effect from 1 December 1995;

the balance of the increase with effect from 1 June 1997.

4.2 The relevant scales, with effect from 1 December 1995 and 1 June 1997 (in 1 June 1995 terms) are attached at Appendix 1. Also attached, at Appendix 2, are scales which include the general round increases on 1 June 1996, 1 October 1996, 1 January 1997 and 1 July 1997. Allowances are dealt with in Appendix 3.

5 Assimilation

5.1 Assimilation to the revised scales will be on the basis of corresponding points.

5.2 Serving Veterinary Inspectors and Research Officers who are not on the maximum of the scale on 31 May 1997 will receive one additional increment on the scale with effect from 1 January 1997 or such latter date of entry to the grade.

5.3 Except where paragraph 5.4 applies, assimilation to the long service incremental points will be on the following basis:

(a) Serving members of the grades of:

Veterinary Inspector, Superintending Veterinary Inspector, Senior Superintending Veterinary Inspector and Deputy Chief Veterinary Officer,

Research Officer, Senior Research Officer, Superintending Senior Research Officer, Deputy Director Veterinary Research Laboratory and Director Veterinary Research Laboratory,

who were on the maxima of the scales on 1 December 1995 or who reach the maxima of the scales before 1 June 1997 will, subject to the phasing arrangements set out in paragraph 4, be eligible for the first long service increment without the requirement that three years be served on the maximum.

However, this provision will not apply to Veterinary Inspectors and Research Officers who reach the maximum of the scale before 1 June 1997 in accordance with paragraph 5.2 above.

(b) In cases covered by (a) payment of the first phase of the long service increment will be made as follows:

with effect from 1 December 1995 in the case of staff who were on the maxima of the scales at that date.

with effect from the date the relevant maximum was reached in the case of staff who reach the maxima of scales before 1 June 1997.

(c) In all cases referred to at (a) payment of the second phase of the long service increment will be made with effect from 1 June 1997

5.4 Subject to the phasing arrangements set out in paragraph 4, staff with six years satisfactory service on the maximum of the relevant scale or who subsequently attain such service will be eligible for the second long service increment with effect from 1 December 1995 or such subsequent date as six

years satisfactory service on the relevant maximum has been completed.

5.5 Staff who receive the first long service increment under the arrangements set out at paragraph 5.3(a) and who retire having served at least three years following the date of receipt of that increment will receive the second long service increment immediately prior to retirement without the requirement that six years be served on the maximum.

6 Superannuation Issues

6.1 Staff assimilated to the new scales, including the two long-service increments, and who retire while on those scales, will be pensionable on the basis of those scales.

6.2 Staff who retire after 1 December 1995 but before 1 June 1997 will have their pensions revised, in the normal way, by reference to the rates of pay applicable to serving staff on 1 June 1997.

6.3 The lump sums of staff who retire between 1 December 1995 and 31 May 1997 (both dates inclusive) will be calculated by reference to the first phase of the revised scales. The lump sums of staff who retire on and after 1 June 1997 will be calculated by reference to the fully revised scales. (Death gratuities and marriage gratuities will be treated similarly).

7 Flexibility

7.1 The foregoing is subject to acceptance by the VOA of measures in relation to flexibility of working and change as outlined in Appendix 4.

19 February 1998

Restructuring Agreement for VOA Grades

Note of Understanding

Starting Pay on promotion

1 Promotion of Officers in receipt of the first Long Service Increment (LSI).

An officer in receipt of the first long service increment on the date of promotion will receive the most favourable of :-
(1) the minimum of the scale for the higher grade, or

(2) existing pay plus two increments on the scale for the higher grade in the case of an officer who had at least three years service on the maximum of the scale or who has an aggregate of at least three years on the maximum and on the first LSI, or
(3) existing pay plus one increment on the scale for the higher grade in the case of an officer who has an aggregate of less than three years service on the maximum of the scale and the first LSI.

(4) In the case of (3) if, on the date of promotion, an officer, has an aggregate of more than two years but less than three years service on the maximum of the scale and the first LSI, starting pay will be calculated in accordance with (3) above. On the date the officer would have completed an aggregate of three years service on the maximum of the lower scale and the first LSI had s/he not been promoted, starting pay will be recalculated in accordance with (2) above.

2 Promotion of Officers in receipt of Second Long Service Increment (LSI).

An officer in receipt of the second long service increment who is promoted will receive the most favourable of the following:

- . the minimum of the higher scale, or
- . the first long service increment plus two increments on the higher scale, or
- . the second long service increment plus one increment on the higher scale.

3 As in the past, anomalies arising from the implementation of the agreement will be addressed. This will include anomalies which may arise in the case of Superintending Veterinary Inspectors and Senior Research Officers promoted to the grade before 1 December 1997 compared to officers promoted after that date who are in receipt of the allowance of £1,250.

Appendix 3

Allowances - Efficiency and Effectiveness

80 allowances at £1,250 a year will be payable to officers in the Veterinary Inspector/Research Officer grades. 16 allowances at £1,250 a year will be payable to officers in the Superintending Veterinary Inspector/Senior Research Officer grades.

These allowances will be available to enable management to address organisational and other requirements in a manner which will enhance effectiveness and efficiency in the overall operation of the service.

Officers in receipt of allowances will be liable for some functions and elements of responsibility commensurate with the duties of the grades.

Because of the structure of the Veterinary Service, and the higher than average age at which officers are recruited into the Service, the potential for promotion of officers from the basic grades is limited. Officers frequently serve to retirement in the basic grades of Veterinary Inspector and Research Officer. Management will take special cognisance of this factor in assigning allowances at Veterinary Inspector and Research Officer level.

The detailed implementation of the foregoing arrangements will be the subject of advance discussion between the Department of Agriculture and Food and the Association.

Allowances will be payable with effect from 1 December, 1997

Appendix 4

Grades Represented By The Veterinary Officers Association

PCW Restructuring - Flexibility Measures

1. General

1.1 This Agreement is made under the terms of the Clause 2 (iii) A of the pay agreement in Annex 1 to the Programme for Competitiveness and Work (PCW). The negotiations under the Clause have taken into account the need for efficiency, flexibility and change and the contribution to be made by employees to such change.

1.2 The Agreement applies to the grades of DCVO, DVRL, DDVRL, SSVI, SSRO, SVI, SRO, VI and RO.

2. Consultation and Change - General

2.1 Both sides recognise the importance of meaningful consultations in the context of potential change in the civil service, and there are specific requirements for consultation with the Association in this Agreement.

2.2 The Association regards the maintenance of a unified State Veterinary Service under the control of the Chief Veterinary Officer as essential to consumer confidence in Food Safety and Animal Health and Welfare.

2.3 The Department recognises that professional veterinary grades have a vital role in food safety and in animal health and welfare. The Department however sees the organisation and distribution of functions between and within Departments as a matter for Government. Nevertheless the Department undertakes to use the consultative provisions of this agreement (especially those provided for in Paragraph 2.5) in the event of any changes being proposed which would have an impact on the role of the veterinary grades.

2.4 It is agreed by both sides that the Association will be consulted in sufficient time in advance of any proposed change of a significant nature to enable its views to be considered prior to the implementation of such change. This consultation will, in the ordinary course, be carried out at regular meetings in the Department of Agriculture Food and Forestry between the Association and the Official Side.

2.5 When such changes have implications for career opportunities or other conditions of staff they may also be raised by the Association at the Conciliation, Facilitation or Adjudication stages, as appropriate, of the Civil Service Conciliation and Arbitration Scheme and will be dealt with in accordance with the provisions of that Scheme and any prevailing Association/Management agreements on pay, conditions or related matters.

3 Performance Management

3.1 The efficiency and effectiveness of the State Veterinary Service can be enhanced by the introduction of a structured system of performance management. A fair system of performance related pay can be a beneficial feature in this regard.

3.2 The Association is agreeable in principle to the introduction of a performance related pay dimension of remuneration as part of a properly structured system of performance management and gives a commitment to co-operate constructively in the discussions and development of proposals which might be put forward on this issue. Both sides recognise that, for performance related pay arrangements to work effectively, they must be perceived to be fair by both staff

and management.

3.3 In the context of performance management systems both sides are in agreement on the necessity for:

(i) a positive approach by the Department to management development,
and

(ii) developing arrangements for identifying inadequacies in performance and for remedying those inadequacies. In this regard management and the Association have an interest in ensuring that there are adequate and fair procedures in place.

Discussions will take place with the Association in relation to the development of arrangements regarding the forgoing.

4. General Co-operation with change

4.1 The Official side readily acknowledges that co-operation and flexibility have already been forthcoming from members of the grade represented by the Association in relation to change and development in the Civil Service. Proposals for further change would be subject to the utilisation of the consultative processes provided for in this Agreement. The Association and its members would co-operate, where necessary, with the implementation of agreements entered into with other Unions e.g. AHCS and IMPACT.

5. Enhancing Flexibility between Veterinary Streams and Functions

5.1 All grades at the same level in the Veterinary Inspectorate or the Research Officer stream shall, subject to suitability, be interchangeable. Similarly, promotion posts in either stream shall be open to staff at the appropriate level in both streams.

5.2 Staff are liable for assignment to all posts in their grade. Whilst in the past interchangeability of staff across veterinary functions has been limited this may be increased in the future with appropriate training. This will provide benefits for individual members of the Association through a broadening of experience, improvement in career prospects and increased motivation.

5.3 The application of interchangeability under this agreement between the veterinary inspectorate and research streams and functions will be dealt with officially in a sensitive way having regard

to the interests of effective veterinary management and the personal preferences and expertise of individual staff and will not result in transfers other than voluntary transfers to different geographical areas more than 25 miles from their existing headquarters.

6. Team or Group Working

6.1 Certain finite departmental or cross-departmental objectives may most effectively, be met by forming multi-disciplinary project teams drawn from one or more of the general service, departmental, professional or technical streams. Staff from more than one department could be convened to form such teams should the need arise. The team leader might not, necessarily, be the most senior member of the group and could be from any one of the aforementioned streams.

7. Flexible Work /Reporting Relationships Between Grades and Streams

7.1 Both sides recognise the contribution which greater flexibility, on the basis of reciprocity, between the professional and administrative streams can make to the development of greater efficiency in the Department. In this context the following measures may be adopted:

- development of team work, cross stream reporting on a bilateral basis, liaison and co-ordination arrangements which draw more closely together the staff in different streams who share responsibility for the delivery of a particular service to provide a more cohesive work force focused on the task on hand.
- mechanisms will be developed to facilitate the speedy resolution through cross stream contact on problems and difficulties arising in the operation of the services provided.
- the use of temporary exchanges of staff between streams.
- the opening up of promotion posts. In this context the VOA will, jointly with the AHCS and IMPACT, enter into discussions with the Official Side with a view to reaching agreement on an interdepartmental scheme of promotion which would incorporate the principle of cross stream mobility.

The general professional reporting arrangements within the veterinary structure will be contained within that structure. Any proposals to change the existing agreements relating to reporting arrangements will be the subject of discussions with the Association and to the terms of the consultative processes in this Agreement

8. Task Force

Operational aspects relating to the deployment of any task force will be the subject of advance consultations between Departmental and Veterinary management and the Association.

9. Recruitment

9.1 Permanent appointment will continue to be the norm in the civil service in respect of work carried out by professional grades represented by the Association.

9.2 Situations will, however, arise, in which atypical recruitment of temporary/contract/part-time veterinary staff may be necessary and appropriate. Given the nature of the work at the levels represented by the Association such atypical recruitment would be exceptional. Circumstances in which atypical recruitment might be considered would be as follows:

- staff with specialised skills and expertise not available in the State Veterinary Service could be engaged on fixed term contracts for periods to undertake certain "once off" tasks;
- situations may arise in which a small proportion of the work of the State Veterinary Service may not require the attention of officers on a full time basis. Where the Department identifies such tasks they will first seek to accommodate suitable staff through job sharing or other agreed part-time arrangements.

9.3 Staff recruited on an atypical basis to grades represented by the Association will be liable for the full duties of the grades and will be treated as an integral part of the grade for all purposes. They will, in general, be subject to the terms of pay and conditions of employment, on a pro rata basis, applicable to permanent equivalent staff. Recruitment will, where possible, be through the Civil Service Commission. There will be full consultation with the Association in advance of the recruitment of any temporary/contract/part-time veterinary staff.

10. Outsourcing of Services

10.1 It is agreed that the Department may, where it is not reasonably possible to meet situations arising from internal veterinary resources, resort to outsourcing of services.

10.2 In relation to section 9 and para 10.1, if the consultations

provided for do not lead to an acceptable outcome for issues which have arisen the matters shall, at the request of either side, be referred to a special Sub-Committee of the General Council. As is provided for in paragraph 5.2 of the Civil Service Conciliation and Arbitration Scheme, discussions can, at the request of either side, be continued under a Facilitator. This however, shall not prevent the Department from proceeding with the proposed recruitment of temporary or contract staff (part-time or full-time) pending the resolution of the issue, provided the staff concerned are recruited at contracts of not more than 12 months duration.

11. Attendance Patterns

It is acknowledged that the existing civil service attendance patterns will continue to be the norm for the majority of staff. Both sides agree, however, that the provision of high quality of service to the public and other clients may require, occasionally, that more flexible working hours and patterns to be adopted. Such arrangements will also facilitate those staff who would prefer more flexible attendance arrangements. This provision will not be used to undermine the entitlements of veterinary staff under the agreements in respect of unsocial hours/weekend attendances.

This report was adopted on 25 March 1998