

**THE SOCIETY OF PRACTISING
VETERINARY SURGEONS**

&

**THE VETERINARY PRACTICE
MANAGEMENT ASSOCIATION**

MANAGING EXPECTATIONS

**A Reference Guide For
Employers and Employees in
General Veterinary Practice**



FOREWORD

Managing Expectations

Uncertainty is the condition that gives rise to expectation. An expectation is a belief that is centred on the future and it may or may not be realistic. A less advantageous result gives rise to the emotion of disappointment whereas a more advantageous result gives rise to deep satisfaction. When expectations are met this leads to a positive feeling but when expectations are unmet it can lead to negative feelings. If something happens that is not at all expected it is a surprise

In the world of employment, unmet expectations or 'surprises' are the major source of unhappiness for both parties resulting in stress and managerial problems in practice.

Perhaps one way of helping us to understand the relationship we are striving for is to consider our employees/employers as internal clients. In the same way that we strive to meet the expectations of the public who request our veterinary services, we should strive to meet the expectations of our colleagues.

This document attempts to help us remove the uncertainty surrounding employment so that expectations of both employer and employee are realistic and can therefore be managed.

Good recruitment is costly but a true investment; poor recruitment is expensive with little or no return on investment. Failing to manage expectations will eventually result in disillusionment which results in the employee ceasing to be 'engaged' within the Practice. This does not mean the employee physically leaves the organisation, although that may well also happen, but more that they mentally leave the business. An employee who has disengaged from the business is likely to suffer from lowered performance, poor productivity, low morale, greater client dissatisfaction and a general lack of commitment which not only cost the business time and money but also have an adverse effect on the practice team. Employees can remain mentally divorced for some time and in some cases may never actually leave; others wait for an appropriate incident on which to hang their notice.

In this fast moving world the veterinary profession is constantly evolving and so therefore are the expectations of our clients, both internal and external. It is important therefore to constantly review ourselves and our organisations ensuring the best possible employment partnership.

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INTRODUCTION

This document is a joint project of the SPVS and the VPMA. It has been produced to:

- help employers and employees of every type in veterinary practice provide a good framework of understanding at their place of work
- enhance the role of best working practice
- provide a framework of issues to be considered by a potential employee or employer at or before an interview
- encourage employment to be a contract for the benefit of all
- foster a sense of understanding and trust between employer and employee that will be to their mutual advantage

The document does not set out to be a prescription for a harmonious working relationship; rather it aims to draw attention to the fact that there are a range of issues, common and uncommon, that can enhance or preclude good working relations and that sensible employers and employees should recognise these before one agrees to work with the other.

There are some employers who remember that, some years back, all you needed to do to get a new assistant or support staff member was to put an advertisement in the Veterinary Record, select a short list from the replies, phone and agree prospective terms with the likeliest candidate, meet them in the pub for a drink and a chat, give them a salary, start date and a handshake and that was it. The system was founded on trust of the spoken words rather than scrutiny of the written ones – and it worked well for many. But while some still use this procedure and many may wish it was commonplace, we have to remember its drawbacks in the modern world, where legal pitfalls abound. There are all too many employees who remember never having their terms and conditions of employment properly agreed or written down, and who subsequently found themselves in circumstances that they had not anticipated. Likewise, there are employers who, without written contractual terms agreed with their employees, have subsequently found themselves in difficult situations that have proved very costly.

These may be extreme examples but they do typify the entrenched views of what some employers and employees regard veterinary employment is all about. The SPVS and VPMA subscribe to neither and strongly believe that because employment issues are now so important, the business of getting them right is too costly to ignore. The relationship between employer and employee needs to be modern and constructive and aimed for the mutual benefit of both if it is to succeed. It is in the interests of furthering this approach that this document has been produced.

ISSUES

Our starting point is that best working practice will develop when no issues exist that can cause friction, resentment or ill-will after employment has begun. When all the issues connected with a potential employment have been recognised and then, if applicable, discussed and agreed between prospective employer and employee, the possibility of later misunderstanding will be greatly reduced. Whilst recognising that it may not be possible to identify all the issues that may arise, for every workplace is different, this SPVS/VPMA initiative strives to cover most and inject some clarity, rather than hopeful idealism, into the murky waters of employment contracts.

EXPECTATIONS

Many employer/employee relationships founder because expectations of one about the other fall short. Employers often only have a CV and an interview on which to base an assessment. Employees may have only an interview and a brief tour of the practice to arrive at a conclusion. Time at interviews is too often short and pressured. Things are overlooked or forgotten. The desperate need to fill a vacancy or take a job may instil a hope that things that weren't discussed or clarified will 'sort themselves out' in time. With luck they may, but we should not be relying on luck when working with a new employee or employer.

CHANGES

Employment practices have changed dramatically in recent years. Legislation, trade unions, demographics and economics have all had their influence. Jobs are no longer 'for life'. Job security, job satisfaction, sickness and pension provisions have all been affected. The veterinary profession has not been insulated from these changes. Employers have had to become more business like. Employees have had to think carefully about what a particular job entails. Precious time has to be spent by both in keeping up-to-date with changing legislation. Life does not get any easier and the pressure is on for employers and employees to perform.

PARTNERSHIP

The SPVS and the VPMA believe that a spirit of partnership is the way forward for employees and employers. This document was conceived with this in mind, it is designed to favour neither against the other and is for both to use. Good committed employees represent a potential 24 carat asset to any business and fair minded, understanding employers will recognise this fact and nurture and cherish their employees to perform well.

JOB DESCRIPTION

Veterinary surgeons, nurses and receptionists work closely together almost every day of the week but often do not really know what the other members of the team actually do.

Understanding each other's job and role in the practice is fundamental to the success of team working. It is also the cornerstone to avoiding misunderstandings, lack of consideration and conflict. A key element in this is the written employee job description. Some veterinary employees don't have a job description and without one they may not be fully aware of what job they are supposed to be doing. They are unaware if they are they doing more than they should, less than they should or even doing the work that belongs to someone else. Each employee should know what each other employee is

supposed to be doing and all employers need to be entirely clear about the role of each person who works for them. Clear policies should be in place for when things go wrong and if disciplinary proceedings become inevitable, the lack of a written job description might materially affect the outcome of these proceedings.

Written job descriptions are not simply useful; they are valuable documents for both employer and employee. The following issues need to be addressed in order to determine what should be contained within the job description and Terms and Conditions or Contract of Employment.

- Job Title
- The principle purpose of the job
- The tasks and role the employee and employer is expected to carry out
- How the tasks and roles are carried out
- Where the tasks and roles are carried out
- When the tasks and roles are carried out
- The special responsibilities assigned to the job
- The lines of authority
- The level of professional support available
- The level of personal support available

CONTRACT OF EMPLOYMENT

Employment law is constantly changing. What applies today may not apply tomorrow and it is important to ensure that written contracts embrace current legislation. Changes in employment legislation happen frequently and being conversant with these changes and their implications is essential. **The SPVS and VPMA strongly advise that anyone involved with employment matters should obtain professional legal advice**

A contract of employment forms the basis of the relationship between the employer and employee. It is an agreement that is legally enforceable. Such a contract exists when three conditions are met, namely:

There is an offer of a job..... ‘Do you want this job?’
There is an Acceptance ‘Yes, I will accept the job’
There is Consideration Both sides receive something: one receives labour, the other receives payment.

A contract can be written, verbal or implied, it is the act of offering the job and being accepted that creates the contract. Once this is done, a contract exists. There is no requirement in law to have a written contract. However, it is good practice to have this in writing to ensure certainty as to the terms involved and avoid dispute. A contract avoids ambiguity, is easily referred to and, with the consent of both parties, can be amended, if needs be, in the future. If an employer does not provide a contract of employment, they are however, legally required to put some of the main particulars of employment in writing.

If there is a need for changes in an employee’s Terms and Conditions, they must be put in writing to the employee. The contract of employment is binding on both parties. This means that it is unlawful for one party to vary the terms and conditions in the contract without the agreement of the other. If an

employer varies the terms of the contract without first obtaining agreement from the employee, they will be breaching the contract of employment.

In addition to the express terms of a contract, terms can also be implied. These are terms that are not specifically agreed or set out in writing between the employer and employee. Implied terms can be: -

- general terms which are implied into most contract of employment (for example the duty to work with due diligence and care);
- terms implied by custom and practice; or
- terms from agreements made with the employer by a trade union or association (not normally found in the veterinary sector)

Any changes in the law made by Parliament will be assumed to over-ride any clauses in existing contracts that do not comply with them.

In any event, it is still essential to review all employees' Terms and Conditions annually to ensure they comply with the current legislation

Written Statement of Particulars

It is a legal requirement that all employees receive a **Written Statement of Particulars** within two months of commencing work, which sets out certain terms of the contract. It is important that the terms and conditions of employment are established at the beginning of the relationship, so both the employer and employee know where they stand. If an employer fails to provide written particulars within that two-month time limit, an employee can make a complaint to an employment tribunal. A tribunal will be able to declare what the terms are, after considering all the facts and circumstances of the relationship between the employer and employee.

There is no requirement to make the written statement overly complex and it can be tailored to meet the needs of the individual organisation. It is important to go through the statement with employees to clarify any points and to answer any questions they may have concerning their employment. The law allows you to issue the statement in instalments, but certain key information must be included in the "principal" statement.

These items are:-

- name of employer and employee
- date employment and continuous employment began
- job location
- pay
- working hours
- holiday entitlements and job description / job title
- details of any collective agreements that directly affect the employee's conditions of employment.

The remaining information can be given in other instalments within two months of the date of starting work.

The 'written statement of particulars' is the minimum required by law; however it is advisable to have a full written contract of employment which incorporates this legal minimum as well as addressing other issues. Ideally this should be

issued and signed by both parties before the employment starts, with each party retaining a copy.

The Practice Grievance and Disciplinary Procedures

From 1 October 2004, all businesses regardless of their size must follow minimum statutory procedures when resolving employee grievances and disciplining and dismissing staff. Failure to do so may lead to expensive claims in an employment tribunal.

If an employer is contemplating disciplinary action they must follow a three step procedure. This applies even where employment is ending due to the end of a fixed term contract or redundancy.

The statutory procedure involves (very briefly): -

- a statement in writing of the situation/allegations and an invitation to a meeting;
- a meeting to discuss the situation; and
- the right of appeal

If an employer does not follow the minimum procedure then an employment tribunal may judge the dismissal “automatically unfair” and compensation may be payable.

The statutory **grievance procedure** also has three steps: -

- the employee informs the employer of the grievance in writing;
- meeting to discuss the grievance; and
- hold an appeal, if requested.

Employment tribunals may adjust any award of compensation by between 10-50% for failure by either party to follow relevant steps of the statutory procedure. Employers need to be extremely careful about grievances, as it is sometimes hard to spot them. The obligation is on the employer to identify a grievance and deal with it by starting the three-stage grievance process.

Again, these steps are a bare statutory minimum. It is strongly advisable to have fuller written disciplinary and grievance procedures which encompass and go further than these minimum steps, and to follow those procedures, in order to avoid potential claims of unfair or constructive dismissal.

What a Practice should provide?

Ideally a Practice should provide a Contract of Employment or a Statement of Particulars, a Job Description and an Employee Handbook .

A guide to the some of the issues potential employers and employees may wish to discuss before or at interview and incorporate into an Employment Contract, job description or staff handbook are set out below.

Matters are not listed in order of priority and the list may not be exhaustive or apply to every job in veterinary practice. Each employer and employee should think carefully about which issues may apply to their job or workplace and which may then need incorporating into the contract, job description or handbook.

1. Period of Employment

- start date of employment / continuous employment
- term of employment e.g. temporary fixed term, maternity cover, permanent
- any probationary period

2. Job Description

- job title
- main purpose of job
- location of job
- hours of work (taking into account the Working Time Regulations)
- lines of authority
- duties and responsibilities
- knowledge and skills required
- training provided
- mentoring
- professional support

3. Time Off

- holiday entitlement, maximum and minimum holiday periods (taking into account the Working Time Regulations)
- carry forward provision
- notice period and protocols for booking time off
- practice rota, half-days or days in lieu
- Public Holiday policy
- Absence from work policy

4. Employee's Obligations

- matters of attendance, behaviour, being a team member, recognition of position as role model, leader and Practice representative
- ethics, adherence to practice policies
- confidentiality, diligence
- residence
- record keeping – clinical, financial, etc

5. Accommodation

- provision of and choice if applicable
- relocation assistance
- respective responsibilities of employer and employee, e.g. insurance, property maintenance, Council Tax, water rates, electricity, gas, telephone, TV licence, other out-goings, car-parking, garden maintenance, pets policy,
- Furnished or unfurnished
- written agreement and inventory to sign

6. Transport

- vehicle provision
- type, cost, age, specification

- responsibility for maintenance, insurance, servicing, MOT, fuel, general care and cleanliness
- policy on personal and business use,
- restrictions on mileage or use (if any)
- replacement policy
- policy regarding accidents, breakdown
- policy regarding licence points, fines, disqualification

7. Insurance

- responsibility for professional indemnity and at what level
- health, sickness, accident
- personal possessions
- property or other damage
- third party cover at work or leisure

8. Sickness

- policy on sick pay
- private health care provision
- policy on reporting and certifying illness
- requirement to submit to an independent medical examination in appropriate circumstances

9. Salary

- amount and range
- method and frequency of payment
- bonus or performance related pay
- how and when financial payments or benefits are reviewed
- Tax implications

10. Benefits

- treatment of staff pets
- mobile phones
- purchases from practice
- clothing
- professional subscriptions

11. CPD

- budget and inclusions e.g. course fees, travel, accommodation, subsistence
- time allowed, e.g. course time, travelling time
- type of CPD allowed
- booking protocol
- claw-back provision for employee leaving after expensive training course
- policy regarding training for further qualifications
- recording and feedback of CPD undertaken

12. Pension

- stakeholder or other schemes offered

- contributions from employer

13. Maternity/Paternity

- statutory obligations
- new “family friendly rights”
- Health & Safety issues to be observed

14. Health and Safety

- practice procedures on COSHH and Health & Safety issues

15. Dress Code

- required dress code
- protective clothing supplied
- other clothing protocols

16. Appraisals

- policy on appraisals or performance reviews

17. Practice or Staff Meetings

- policy on meetings, type and frequency

18. Practice Policies and Protocols

- policies and protocols in place
- practice and staff manual
- job protocols
- equal opportunities policy

19. Grievance and Disciplinary

- practice policy and procedures, consequences of breach of rules, regulations, contract and of misconduct or neglect of duty
- arbitration procedures

20. Practice Facilities

- clinical and non-clinical equipment
- IT
- staff facilities
- internet access – clinical and personal & restrictions

21. Termination

- respective notice periods

22. Confidentiality

- practice policy
- binding out clauses
- exchange of information with other veterinary practices
- breaches of confidentiality regardless of employment status

23. Prospects

- future prospects if things go well

24. Organisational structure showing lines of authority. The table below summarises the issues that may be addressed in these various documents but this is by no means exhaustive or prescriptive. Practices should decide what works best for them and their staff.

Contract	Job Description	Handbook
Accommodation	Duties and responsibilities	Absence from work policy
Benefits		Acceptable user policy
Binding out clauses	Knowledge and skills required	Age discrimination
Confidentiality		Air Quality (inc smoking)
CPD	Main purpose of job	Appraisal/performance review policy
	Mentoring	Bad weather policy
	Lines of authority	Business Aims and Objectives
Employee Obligations	Personal development	Charging for work done
Health & Safety		Communication policy
Holiday entitlement		Computer systems
Hours of work		Contact numbers
Insurance		Dealing with clients
Maternity/Paternity		Dress & Behaviour Code
Notice periods		Equal Opportunities
Pension		Harassment and Bullying
Period of employment		Health & Safety Policy
Relocation expenses		Home visits or field work
Salary		How appointments/clinics are run
Sickness		Job Protocols
Terms and conditions		Lone Working Policy
Transport		Maternity policy
Job Title		Mission Statement
Location		Night Working
		Organisational structure
		Out of hours
		Parental leave policy
		Paternity policy
		Payment policy
		Pets at work
		Practice Facilities
		Practice/Staff Meetings
		Public/non-public areas at the Practice
		Remote working
		Staff & Practice Security Policy
		Telephone systems
		Training & Development Policy
		Use of Ambulance or practice vehicle
		Veterinary Benefits
		Welcome to the Business
		Work-life Balance or stress in workplace policy
		Disciplinary Procedure
		Grievance Procedure

The following are 'example letters', which could be used by an employer when corresponding with job applicants and staff over employment matters.

1. Letter to Successful Candidate

Dear

Re: Employment as _____

This letter is to confirm the offer of employment with this practice as a _____, subject to receipt of satisfactory references and receipt of a signed formal employment contract.

As confirmed at the interview your initial starting salary will be £ _____ per annum and we are expecting you to start on _____ at _____ reporting to _____.

You will shortly receive through the post two signed copies of your formal written contract that includes all Terms & Conditions for employment at this Practice. You will need to read it carefully and you may wish to take legal advice before returning one signed copy to us before you start work. If you have any queries please contact _____ at once.

We are looking forward to having you work with the practice and we are sure that you will be a happy and productive member of our team. When you arrive you will be formally inducted into the practice so that you are properly prepared for working here.

Congratulations on your appointment.

Yours sincerely

2. Covering letter to include with the Contract

Dear

I have pleasure in enclosing two copies of your contract as laid out in my letter of _____.

The contract contains the standard Terms & Conditions of employment for this Practice. Please do not hesitate to contact us if you would like to discuss any of the terms.

Please sign both the contracts and return one to the Practice in the envelope provided before your start date.

Yours sincerely

3. Letter confirming subsequent changes to Terms & Conditions

Notice to Contractual Terms and Conditions

Dear

As agreed with you on _____ we are altering your terms and conditions with effect from _____ as set out below.

If you are happy with these changes then please sign one of the copies of this letter and return it to _____ within the next week. If we do not receive the signed letter from you within that time then, in the absence of any query or objection it will be assumed that you agree to the changes.

The following changes have been applied to your terms and conditions:

Paragraph ____ is amended from:

To:

Paragraph ____ is amended from:

To:

FURTHER INFORMATION

Websites

www.acas.org.uk
www.ico.gov.uk
www.hmrc.gov.uk

www.hse.gov.uk
www.businesslink.gov.uk
www.fsb.org.uk

Associations

SPVS

Exists to provide advice and information to veterinary surgeons and others actively involved in the management of veterinary practices. Services include a new graduate package, consultation roadshows and information on the CertAVP(VetGP)

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VPMA

Exists to provide individuals who are involved in the management of veterinary practice with an effective means of communication and interaction with others with similar interests. Services include an annual Congress and the provision of management CPD.

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Further Reading

Veterinary Practice Management: A Practical Guide by Shilcock and Stutchfield

Published by Butterworth-Heinemann Ltd in 2002

ISBN 0-7020-2696-4

Managing a Veterinary Practice 2nd Edition by Caroline Jevring-Bäck and Erik Bäck

Published by Saunders in 2006 ISBN 0702028207

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Although every attempt has been made to ensure that the advice contained in this publication is accurate at the time of going to press, no responsibility can be accepted for any inadvertent mis-statement or misrepresentation of the legal provisions quoted, the requirements of the statutory bodies referred to, or any other associated matters.

Members are advised that definitive legal advice can be provided only by the professional advisers or the statutory bodies concerned.