 <p>Feidhmeannacht na Seirbhíse Sláinte Health Service Executive</p>		<p>Office of the National Director of HR, Block D, Floor 2, Parkgate Business Centre, Parkgate Street, Dublin 8. Tel: 01 6352827 Fax: 01 6352813 E-mail: nationalhr@hse.ie</p>
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HSE HR Circular 013/2006

1st September 2006.

**To: Each Hospital Network Manager
Each LHO Manager
Each CEO Voluntary Hospitals
Each Area Assistant Director of HR
Each Area Assistant Director of Finance**

Re: Roman Catholic Hospital Chaplains

I refer to on-going discussions between the HSE and the Catholic Healthcare Commission regarding remuneration and terms and conditions of employment for Roman Catholic Chaplains, both ordained and non-ordained employed in approved positions. This circular sets out the agreed provisions.

Contract of Employment

A revised contract of employment has been agreed. The contract is attached at Appendix A. This contract should be issued to all Roman Catholic Chaplains in approved positions, including part time chaplains who heretofore have been paid on a pro-rata basis to their full time counterparts. Payment of the revised rates outlined in this circular is dependent on acceptance of the revised contract of employment by the Hospital Chaplain.

Superannuation

Provisions for the deduction of superannuation contributions should be made. Previous service for Roman Catholic Chaplains can be reckoned from 1 January 1999 i.e. the commencement date of the previous agreement for Chaplains (prior to that date Chaplains were not in receipt of a salary). Note: it will be necessary to verify that the Chaplain was paying PRSI during this period of time. Employers should also take note of the provisions of the Department of Health and Children circular 23/2005 in relation to superannuation provisions for part time staff.

Remuneration

The rate of pay agreed for Roman Catholic Hospital Chaplains is as follows: -

With effect from 1/9/2005

€42,139, €43,194, €44,472, €46,865, €48,297, ~~€49,505~~ **LSI - €50,077, €51,868**

With effect from 1/6/2006

€43,192, €44,274, €45,584, €48,036, €49,505, ~~€50,077~~ **LSI - €51,329, €53,165**

*the first LSI should be paid after 3 years on the maximum of the salary scale and the second LSI after 6 years on the maximum of the salary scale.

Note – the post is aligned to the clerical administrative Grade VI for salary purposes only. General round increases will apply.

Existing Staff: Hospital Chaplains should be assimilated to the first point of the salary scale with effect from 1 September 2005 with an incremental date of 1 September.

New Entrants: Roman Catholic Chaplains (ordained and non-ordained) appointed from a current date should be appointed to the first point of the salary scale.

Moratorium: For a two year period from the effective date of this agreement all new entrants should be placed on the first point of the salary scale irrespective of previous service.

Coordinator of Chaplaincy Services – DATH's and MATH's Hospitals:

Arising from these discussions it has also been agreed to sanction the introduction of the position of Coordinator of Chaplaincy Services in the larger teaching hospitals: -

St. James's Hospital
Beaumont Hospital
The Mater Hospital
St. Vincent's University Hospital
James Connolly Hospital
Galway University Hospital
Cork University Hospital
(A total of 7 posts have been sanctioned)

Note – the Adelaide & Meath Hospital has alternative arrangements in place

The following salary scale applies: -

€45,313, €46,460, €47,804, €49,151, €50,503, ~~€51,709~~, €52,939, €54,135, €55,322, ~~€56,519~~ **LSI - €57,367, €59,419**

*the first LSI should be paid after 3 years on the maximum of the salary scale and the second LSI after 6 years on the maximum of the salary scale.

Note – the post is aligned to the clerical administrative Grade VII for salary purposes only. General round increases will apply.

The posts should be filled internally by upgrading in each of the above Hospitals. Please note that these are not extra/additional posts and consequently there will be no employment ceiling adjustments. The first filling should be on a confined competition basis. Subsequent fillings should be by way of open competition.

Qualifications:

- (i) At least one year's theology at a recognised institute
and
- (ii) Three units of Clinical Pastoral Education in an approved centre
Or
Equivalent qualification/s (as determined by the Healthcare Chaplaincy Board)
and
- (iii) 5 years experience in a hospital setting

Annual Leave: 31 days per annum.

Attached at Appendix B, is the approved job description for the position.

If you have any queries in relation to the content of this circular, you can contact Ms. Ann Marie Ward at the HSE – Employers Agency, 63 – 64 Adelaide Road, Dublin 2, Tel. (01) 6626966. Any enquiries regarding adjustments in respect of the costs of implementation should be addressed to the Assistant National Director of Finance in each of the four HSE Administrative areas.

Yours sincerely,



Martin McDonald,
A/National Director of Human Resources.

Contract of Employment Hospital Chaplain

Particulars of Office

For the appointment of Chaplains to provide spiritual and pastoral assistance and support to/for Roman Catholic patients, staff and other personnel in the Health Service Executive and Voluntary Hospitals.

The Bishop is recognised by the Health Service Executive/Hospital as the sponsor of the Chaplaincy service for Roman Catholic patients and employees of the HSE/Hospitals.

Name of Employer:

Address of Employer:

1. Qualifications

(iii) At least one year's theology at a recognised institute

and

(iv) Three units of Clinical Pastoral Education in an approved centre

Or

Equivalent qualification/s (as determined by the Healthcare Chaplaincy Board)

2. Title

You are employed as a Hospital Chaplain working within the Chaplaincy Department.

3. Commencement Date

Your employment with the _____(Employer) will commence on _____ (date).

4. Probationary Period

A probationary period of one year shall apply from commencement of employment, during which the contract may be terminated by either party in accordance with the Minimum Notice and Terms of Employment Act, 1973-2001. The probationary period may be extended at the discretion of

management. Confirmation of your appointment as a permanent member of staff is subject to the successful completion of the probation period.

5. Duties

The Chaplain's duties shall include those specified in the description list as per Appendix 1 attached.

6. The Chaplain shall be an employee of the Health Service Executive/Hospital and shall comply with the regulations of the Health Service Executive/Hospital insofar as same are not or do not conflict with those of a religious or pastoral nature.

7. Remuneration

The approved salary scale (*as at dd/mm/yyyy*) for your post is

(*List points on scale*)

You will be paid at the _____ point of the scale, i.e. € _____ per annum, with an increment date of _____. This will be adjusted in line with any applicable nationally negotiated increases for your grade.

Statutory deductions will be made in respect of PAYE and PRSI (Class A).

8. You will be paid _____ (*e.g. fortnightly*) in arrears by paypath. Should you work part-time you will be paid on a pro rata basis.

9. Probation

A probationary period of one year shall apply from commencement of employment, during which the contract may be terminated by either party in accordance with the Minimum Notice and Terms of Employment Act, 1973-2001. The probationary period may be extended at the discretion of management. Confirmation of your appointment as a permanent member of staff is subject to the successful completion of the probation period.

9. Reporting Relationship

You will report to _____ or other nominated manager.

10. Annual Leave

The Chaplain shall be entitled to thirty-one working days annual leave for vacation. The Health Service Executive/Hospital shall remunerate any locum Chaplain provided during any period(s) of annual leave and also any locum Chaplain provided during any period(s) of sick leave, injury or other incapacity of a Chaplain and during maternity leave subject to repayment to

the Health Service Executive/Hospital of sums receivable on foot of Social Welfare and any other State benefit and subject in the case of sick leave to production of an appropriate medical certificate.

11. The Chaplain shall carry out the Chaplain's duties during alternate periods rotating on a roster system with other Chaplains to the desired intent and purpose that there shall be at all times, insofar as practicably possible, a Chaplaincy service both day and night for the Health Service Executive/Hospital. The said periods shall include nights and weekends save that the Chaplain (except in the case where emergency cover is necessary) shall not be required to carry out his/her duties for more than 156 hours in any period of four successive weeks. Overtime is not payable to Chaplains in respect of any such work. The Chaplain may, as part of such rotation procedure, also have to be available on a Bank Holiday in which event the Chaplain shall be given an alternative holiday in lieu. Entitlements in relation to public holidays shall be in accordance with the Organisation of Working Time Act, 1997.

12. **Roman Catholic Philosophy**

As Roman Catholic teaching and practice are intrinsic to Roman Catholic Chaplaincy, (and in this respect the Bishop of the Diocese has the ultimate responsibility by virtue of his Office for determining such teaching and practice) the Chaplain shall be a practising Roman Catholic and uphold and adhere to the teaching and moral standards and practices of the Roman Catholic faith.

13. **Disciplinary Procedure**

- (a) The Nationally agreed disciplinary procedure for employees in the Health Service Executive will apply fully to Chaplains.
- (b) In furtherance of paragraph 12 above, where issues arise relating to a Chaplain's failure to adhere to the Sacramental or Pastoral practices or the moral standards and teachings of the Roman Catholic faith, the Bishop of the Diocese has the ultimate responsibility by virtue of his Office for determining such matters and the Bishop or his nominee will have a role appropriate to that Office in the procedures to determine whether a chaplain has breached such provisions.

14. **Grievance Procedure**

You have the right to seek redress in respect of any aspect of your terms and conditions of employment under the Health Service Executives/Hospitals grievance procedure. Should you have a grievance you should follow the grievance procedure, which will be issued to you on commencement of your employment.

15. Sick Leave

Subject to the production of a satisfactory medical certificate, the Health Service Executive/Hospital shall pay to the Chaplain in respect of absence from service because of sickness, injury or other incapacity for the period of thirteen (13) weeks the Chaplain's full remuneration less such sums as the Chaplain is entitled to receive by way of social welfare, sickness and disability benefits and any of them and any other relevant State benefit. In the event of such absence beyond the period of thirteen weeks aforesaid, the Chaplain shall not be entitled to any remuneration unless the Health Board at its discretion decides otherwise.

- 16.** No age restriction shall apply to a candidate except where he/she is not classified as a new entrant (within the meaning of the Public Service Superannuation (Miscellaneous Provisions) Act, 2004). In this case the candidate must be under 65 years of age on the first day of the month in which the latest date for receiving completed application forms for the office occurs.

17. Superannuation

You will be covered by the terms of the _____ Superannuation Scheme. You will be required to contribute to the scheme. Details of the scheme will be given to you by the Human Resource Department.

18. Code of Conduct

You will be expected to abide by the staff rules and codes of conduct as specified by the Health Service Executive/Hospital.

19. Policies/Legislation

You are required to comply with legislation/policies, which have particular application to your position (e.g. Trust in Care, Children First etc) Details of these policies will be communicated to you by your manager.

20. Health and Safety

The Health Service Executive/Hospital is committed to ensuring the safety, health and welfare of its staff and, to this end, a safety statement has been prepared setting out all the safety arrangements which are in force. All staff at the Health Service Executive/Hospital also have a legal obligation in relation to safety, health and welfare at work and are required to follow the guidelines contained in the statement.

21. Confidentiality

You shall not discuss or disclose any information of a confidential nature except in the proper course of your employment.

You shall not remove any records belonging to the Health Service Executive/Hospital from the premises at any time without proper advance authorisation. You will return to the Health Service Executive/Hospital upon request, and, in any event, upon the termination of your employment, all records and property belonging to the employer which are in your possession or under your control.

22. Security

The Health Service Executive/Hospital reserves the right to search your person and property while on or while departing from the premises of work.

23. Notice

The Health Service Executive/Hospital reserves the right to terminate this contract on the giving of the appropriate period of notice set down by the Minimum Notice and Terms of Employment Act, 1973-2001. You will be required to give the Health Service Executive/Hospital at least one months notice in writing of your intention to terminate your employment.

I accept and agree to be bound by the above terms and conditions.

SIGNED:
(Employee)

DATE:

APPENDIX 1

Job Description for Hospital Chaplains

1. Visiting

Patients on all wards, especially acute wards, and clinical departments will be visited by the members of the Chaplaincy Team appropriate to the patient's denomination as soon as possible after admission.

The patient will control continuing contact.

Patients who specifically request no Chaplaincy visit will have their wishes honoured.

2. Availability

The on-call Chaplain will operate a 24-hour on-call emergency service, via the Hospital pager system where appropriate.

All referrals will receive attention. The Chaplaincy service will be offered irrespective of gender, race, creed or colour.

3. Pastoral Care

The Chaplaincy will provide 24-hour cover to respond to the pastoral need of patients, relatives and staff within the resources available.

4. Spiritual/Religious

The Chaplaincy will recognise and value other peoples belief systems in a developing multi-cultural society through co-ordination with representatives or minister of all faiths.

As appropriate to faith and culture, the Chaplaincy will provide opportunities and resources for individual and corporate prayer and worship.

The Chaplaincy will provide 24-hour access to Sacramental ministry.

Mortuary Service: the Chaplain will conduct prayers where appropriate and bring the Hospital service to a dignified conclusion.

5. Professional Developments

The Chaplaincy will be committed to continued professional development through in-service training as provided by the Chaplaincy organisations and associations to which members of the department are affiliated.

The Chaplaincy shall follow the professional codes of conduct of the Health Service Executive/Hospital and the Chaplaincy organisation.

6. Managerial

The Chaplain will accept managerial accountability and will be directly responsible to the designated officer of the Health Service Executive/Chief Executive Officer of the Hospital or designate, as well as to the appropriate Ecclesiastical Authority.

The Chaplain will liaise and link with all staff in providing an appropriate service to the patient.

The Chaplain shall receive all internal communication directly.

The Chaplaincy shall, if required, provide a report on departmental issues and initiatives.

7. Training, Education and Development

The Chaplain will:

- (a) Have an input into nursing and staff training modules as requested
- (b) Provide ongoing training for Chaplaincy staff
- (c) If applicable will provide training for students in pastoral ministry
- (d) Recruit on a voluntary basis people to assist him/her in their duties and to provide training for them in pastoral ministry as may be approved by the Health Service Executive or Hospital and in accordance with such procedures as may be set down by the Health Service Executive or Hospital from time to time.

8. Theological and Ethical Issues of Healthcare

The Chaplain will keep informed about current ethical issues of healthcare and shall be prepared to address ethical issues with those in authority within the Health Service Executive /Hospital.

9. Personnel Policies

The Chaplain will acquaint himself or herself with the existing policies.

10. Miscellaneous

All religious groups and individuals offering a Chaplaincy service, other than those accredited by the Health Service Executive /Hospital shall firstly be approved by the Chaplaincy and shall be co-ordinated by the appropriate Chaplain.

Co-ordinator of Chaplaincy Services


Job Description

Objectives of the Post

The Coordinator of Chaplaincy Services will be a working Hospital Chaplain and in addition has responsibility to lead co-ordinate and supervise the work of the Chaplaincy service, allocating staff and volunteers according to patient needs.

Coordinator Role - Main Responsibilities

- To identify and implement operational processes to the standards of best practice in order to optimise use of resources and to ensure compliance with statutory requirements.
- To implement, monitor and evaluate quality standards and procedures for the chaplaincy department
- To promote effective and efficient delivery of chaplaincy services to patients, families and hospital staff.
- To identify opportunities for improvement and initiate steps to accomplish same
- To develop good working relationships within the Chaplaincy Service and with other personnel within the hospital in order to develop the Chaplaincy needs of the service
- To operate a system for referrals
- To develop links with other denominations as appropriate
- To co-ordinate and develop appropriate liturgy programmes with the hospital on an annual basis or as needs require
- To plan and chair chaplaincy team meetings on a weekly basis or as required
- To maintain and furnish as required such records and statistics appropriate to the department
- To promote, encourage and co-ordinate the education of all staff in relation to the identified pastoral/chaplaincy needs of the hospital
- To represent the chaplaincy department at appropriate forums within the hospital system
- To participate in multidisciplinary team meetings as required
- To ensure that the chaplains working with the chaplaincy department operate within the framework of the traditions character and ethics which govern the work of the chaplaincy services
- To ensure that all health, safety and equality standards are maintained and adhered to.
- To ensure that all hospital human resource policies are adhered to
- To carry out any other duties appropriate to the post as may be assigned from time to time

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3rd October 2006

**To: Each Hospital Network Manager
Each LHO Manager
Each CEO Voluntary Hospitals
Each Area Assistant Director of HR
Each Area Assistant Director of Finance**

Re: Roman Catholic Hospital Chaplains

I refer to circular HSE HR circular 013/2006 dated 1 September 2006. Please note the following amendment to the salary at 1 September 2005 when calculating arrears.

Remuneration

The rate of pay agreed for Roman Catholic Hospital Chaplains is as follows: -

With effect from 1/9/2005

€41,516, €42,556, €43,815, €46,172, €47,584, LSI - €49,337, €51,102
(reference consolidated salary scales at 1/6/2005)

With effect from 1/12/2005

€42,139, €43,194, €44,472, €46,865, €48,297, LSI - €50,077, €51,868

With effect from 1/6/2006

€43,192, €44,274, €45,584, €48,036, €49,505, LSI - €51,329, €53,165

*the first LSI should be paid after 3 years on the maximum of the salary scale and the second LSI after 6 years on the maximum of the salary scale.

If you have any queries in relation to the content of this circular, you can contact Ms. Ann Marie Ward at the HSE – Employers Agency, 63 – 64 Adelaide Road, Dublin 2, Tel. 01 6626966. Enquiries regarding cost implications, if any, should be addressed to the Area Finance Department.

Yours sincerely,



**Martin McDonald,
A/National Director of Human Resources.**