

Ref: 63/2000

18th April 2000

Chief Executive Officer
Each Health Board Area

Secretary/Manager
Each Public Voluntary Hospital
& Joint Board Hospital

Chief Executive Officer
Eastern Regional Health Authority

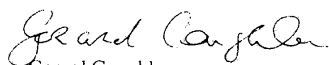
DEPARTMENT
OF HEALTH AND
CHILDREN
AN ROINN
SLÁINTE AGUS LEANAÍ

Re: Revision of Remuneration of Hospital Chaplains

I refer to the agreement between this Department and the Joint Health Care Commission of Bishops regarding terms and conditions for the employment of full-time Roman Catholic Hospital Chaplains, both ordained and non-ordained. The provisions of this circular apply only to those Chaplains who have signed the contract of employment introduced with effect from 1st January 1999.

The rate of stipend will increase from 1st January 2000 to £15,500 per annum. All allocations have been adjusted to take account of this increase

Any queries in relation to the above should be addressed to the Health Service Employers Agency, 63-64 Adelaide Road, Dublin 2 Tel: 6626966.



Gerard Coughlan
Personnel Management and Development Unit

Hawkins House Dublin 2
Leach Mairbh, Baile Átha Cliath.
Telephone (01) 635 4001
Fax (01) 635 4001





Health Service
Employers Agency

63-64 Adelaide Road
Dublin 2

Tel: 01 662 6966
Fax: 01 662 6977
email: info@hsea.ie

TO: Personnel Officer -
Each Health Board

8th November 2000

RE: Revised Contract – Health Board Hospital Chaplains

Dear Colleague,

I can confirm that agreement has been reached in relation to a revised contract of employment for Health Board Hospital Chaplains. The contract, copy attached, should now be issued to Hospital Chaplains and requisite signatures obtained.

In summary the contract comprises the following provisions-

- A job description for Hospital Chaplains
- Requirements for certification as Hospital Chaplains
- Nomination and appointment procedures
- A complaints procedure

In addition please ensure that the revised stipend is implemented in accordance with Department of Health and Children circular 63/2000 with effect from 1st January 2000. Pro rata arrangements will apply in respect of Part Time Hospital Chaplains.

Finally I would be grateful if the contract could be circulated and signatures obtained by the end of November.

Thank you for your attention to this matter.

Yours sincerely


Brennan Mulligan
INDUSTRIAL RELATIONS EXECUTIVE

CC Adrienne Harrington – DOH@C

Gníomhaireacht na bhFostóirí
Seirbhís na Sláinte

EMPLOYMENT AGREEMENT

for the appointment of full-time Chaplains in Health Board Hospitals

THIS AGREEMENT is made the _____ day of _____ 2000
 BETWEEN MOST REVEREND _____ of (address)

(hereinafter called "the Bishop" " which expression shall include the Bishop of _____ for the time being") of the first part,

the Health Board (address) _____ (hereinafter called "the Health Board", employer) of the second part

and _____ of address

(hereinafter called "the Chaplain", employee) of the third part.

WHEREAS:-

- (a) _____ Hospital (hereinafter called "the Hospital") which is owned by and/or under the authority and control of the Health Board.
- (b) The Health Board desires to have a Chaplaincy service therein to provide spiritual and pastoral assistance and support to/for Roman Catholic patients, staff and other personnel of its Hospitals and such other persons in its Hospitals who wish to avail of such service.
- (c) The Bishop is recognised by the Health Board as the sponsor of the Chaplaincy service for Roman Catholic patients and employees of the Health Board hospitals and as part of such sponsorship the Bishop nominates ("the Chaplain") to be Chaplain in the _____ Hospital in accordance with the nomination procedures as per Appendix 4 attached hereto.
- (d) The Chaplain's duties shall include those specified in the description list as per Appendix 2 hereto annexed and such other duties as shall be agreed between the Bishop and the Health Board and which are notified to the Chaplain from time to time.
- (e) The Chaplain shall be an employee of the Health Board and shall comply with the regulations of the Health Board from time to time insofar as same are not of or do not conflict with those of a religious or pastoral nature.
- (f) The Health Board appoints _____ as a Chaplain to the Hospital.

WHEREAS IT IS AGREED by and between the Bishop, the Health Board and the Chaplain as follows:-

The Chaplain is employed by the Health Board and such employment shall commence on the day of 2_____ .

The conditions and terms set out in Appendix 1 hereto attached shall apply to the within employment.

SIGNED by THE BISHOP
in the presence of:-

SIGNED on behalf of The Health Board
in the presence of:-

SIGNED by THE CHAPLAIN
in the presence of

APPENDIX 1

1. The commencing remuneration shall be £ per annum gross (to be paid weekly, monthly) and thereafter in accordance with any remuneration scale applicable (if any) less deductions therefrom at source as to comply with Irish tax and social welfare etc. legislation from time to time.
2. The Chaplain shall be on probation for a period up to six months from the said commencement date and the Health Board shall have the right to terminate the appointment of the Chaplain at any time during the said probation period on giving at least 14 days notice to expire on any date prior to the expiration of said probationary period or at the discretion of the Health Board to pay salary in lieu of such notice. No notice or payment in lieu will be given in circumstances which justify summary dismissal.
3. The Chaplain's duties shall include those specified in the description list as per Appendix 2 hereto annexed and such other duties as shall be agreed between the Bishop and the Health Board which are and notified to the Chaplain from time to time.
4. In the event of any difficulty arising regarding the provision of the Chaplaincy service or the employment of the Chaplain a representative of the Bishop and a representative of the Health Board will consult with a view to resolving the matter in accordance with such procedures as may be agreed.
5. The Chaplain shall comply with the regulations of the Health Board from time to time insofar as same are not of or do not conflict with those of a religious or pastoral nature.
6. The Chaplain shall be entitled to thirty one working days annual leave for vacation. The Health Board 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 Board 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.
7. 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 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.

8. As Roman Catholic teaching and practice are intrinsic to Roman Catholic Chaplaincy, (and in this respect the Bishop 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. Failure to do so or if the Chaplain does any act that is seriously prejudicial to the interests of the Chaplaincy, will be in breach of this employment agreement. If the Bishop deems that the Chaplain is in breach of this condition of the Agreement in any respect, the Bishop may withdraw the nomination of the Chaplain to the hospital and such withdrawal of the Bishop's nomination, when communicated in writing to the Health Board and the Hospital, will render the Chaplain ineligible for continued employment as the Chaplain in the Hospital with immediate effect and the Health Board shall then terminate the Chaplain's employment provided always that before deciding any such withdrawal of the nomination the Bishop shall refer the matter to the Hospital Chaplains Complaints Committee for investigation, as per Appendix 5 below, which Committee shall report to the Bishop.
9. Without prejudice to the provisions of clause 8 aforesaid the Health Board shall have the right to terminate the employment of the Chaplain in accordance with the provisions of the Grievance and Disputes Procedures as operated by the Health Board from time to time.
- (a) If the Chaplain:-
- (i) is in breach of the Chaplain's duties including those specified in the description list as per Appendix 2, annexed hereto or notified to the Chaplain;
 - (ii) does any act which is seriously prejudicial to the interests of the Chaplaincy and/or the interests of the Health Board/Hospital and/or brings the Chaplaincy and/or the Health Board/Hospital into disrepute, bearing in mind the aims, objects and purpose of the Chaplaincy.
- (b) For any other substantial ground.
- (c) If the Chaplain is unable or prevented through illness, injury or incapacity or any other cause for any period or periods exceeding 90 days in the aggregate in any period of one year (365 days) by thirty days notice expiring on any day or for persistent absenteeism.
- (d) Pursuant to the Health Board's disciplinary procedure (as set out in the Employee Handbook) in respect of such breaches of discipline as may justify such termination.

- (e) The Chaplain acknowledges and respects the hospital patients' right to confidentiality, which right is of paramount importance and should be upheld at all times. Breach of such right may lead to dismissal, whether summary or otherwise.
- 10. The Chaplain shall be entitled to cease his/her employment at any time on giving not less than 90 (ninety) days prior notice to the Health Board or the Hospital.
- 11. Subject as provided in Clause 10 aforesaid and subject to production of a satisfactory medical certificate, the Health Board 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.
- 12. The Chaplain shall retire his/her post on reaching 65 years of age.

APPENDIX 2

Preface to Job Description for Chaplains

The ever-changing role and needs of our healthcare system means that Chaplaincy today is very different to what it was in the past. Chaplaincy has greatly developed in recent years with the introduction of specialised training for Chaplains. In a modern holistic approach to healthcare involving the physical, social and spiritual needs of the person, Chaplaincy staff will have more and more to contribute as part of a multidisciplinary team. The Church has always been concerned with the needs of both patients and staff and the stresses that weigh on all involved in healthcare today.

The Chaplains today, along with their traditional duties, must be experienced in trauma and crisis intervention, be a bereavement counsellor, emotionally and intellectually equipped to deal with suicide, addiction, cancer, AIDS etc. and furthermore to be able to do preparatory grief work with families and patients. They must be available to staff, especially those involved in acute areas of the hospital, i.e. CCU, ITU and A&E. Such specialist areas are difficult places in which to work. Staff here are in the front line with relatives and must cope with acutely ill people twenty-four hours a day. Here the Chaplain provides a comforting and supportive presence which is independent and professional.

The Church's response has been to re-evaluate the role of its ministers and to recognise the importance of having highly trained and qualified people who can provide a professional service. This has involved a major contribution in training in hospital Chaplaincy, e.g. Clinical Pastoral Education and other pastoral care training courses and finance on the part of the Church.

The National Association of Hospital Chaplains has drawn up "*Standards for Certification of Healthcare Chaplains in the Roman Catholic Chaplaincy Service.*" (See Appendix 3) These standards have received approval from the Catholic Healthcare Commission of Bishops and the Conference of Religious in Ireland. In accordance with these Standards, all Chaplains must give evidence of their personal, professional and theological competence before being certified by the Healthcare Chaplaincy Board.

- *The practice of appointment is set out at Appendix 4.*
- *The arrangements for the designation of posts are set out as an Addendum to Appendix 4.*

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 a Sacramental ministry where appropriate.

 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 Board/Hospital and the Chaplaincy organisation.

6. Managerial

The Chaplain will accept managerial accountability and will be directly responsible to the Chief Executive Officer of the Health Board 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 Board or Hospital and in accordance with such procedures as may be set down by the Health Board 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 Board /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 Board /Hospital shall firstly be approved by the Chaplaincy and shall be co-ordinated by the appropriate Chaplain.

APPENDIX 3**Requirements for Certification as Hospital Chaplains**

1. Priests who have successfully completed a recognised seminary course in theology and pastoral formation are eligible to apply for certification as a hospital chaplain by the Health Care Chaplaincy Board. Other applicants must have successfully completed -
 - (i) At least one year's theology at a recognised institute;
 - (ii) Three units of Clinical Pastoral Education in an approved centre
2. Priests and Religious must supply letters of recommendation from their Bishop or Ordinary. References of recommendation are required from all other applicants. When all requirements have been met, applicants submit their papers to the Health Care Chaplaincy Board, which is a sub-committee of the Catholic Health Care Commission.
3. A panel of three, which consists of a Clinical Pastoral Education supervisor and two certified chaplains, interview the applicant. A satisfactory interview will result in the candidate being certified as a hospital chaplain.

APPENDIX 4

Nomination and Appointment Procedure

1. All priests who have successfully completed a recognised seminary course in theology and pastoral formation, and certified Chaplains, are eligible to apply to the nominating Bishop to be hospital Chaplains.
2. Before nominating a Chaplain the Bishop will appoint a committee consisting of a hospital representative and two representatives of the Bishop, one of whom will be a serving Hospital Chaplain to interview the applicants and to recommend to the Bishop a nominee as Chaplain.
3. The Bishop nominates the Chaplain.
4. On nomination the Bishop will supply the full C.V. of the Chaplain nominated and the Health Board will commence the procedure for Garda Clearance in respect of the nominee. The nominated candidate will not be appointed to a Hospital until this procedure is exhausted.
5. The nominated candidate will, if required, meet with the appropriate Health Board or Hospital authority.
6. Finally, on all being in order, the nominated candidate will be required to complete a standard form of employment contract with the Health Board, to which the Bishop will be a party.

Addendum: Designation of Posts

In this regard it is recognised that posts of Chaplain may be designated as -

- I. Approved full-time posts to be filled by ordained Chaplains in accordance with the procedure set out;
- II. Approved full-time posts to be filled by non-ordained Chaplains in accordance with the procedures set out and attached hereto.
- III. For the purpose of designation of ordained and non-ordained posts the designation to be applied to the initial filling of posts in accordance with this agreement shall be the approved designation of the post holder in approved posts at 1/1/2000.
- IV. Thereafter in respect of any further vacancy arising from an existing or new post the Health Board shall consult and agree with the Bishop on the designation to apply for that filling.

Appendix 5

**Hospital Chaplains Complaints Procedure
per Clause 8 of Appendix 1
of this Employment Agreement**

1. The Hospital Chaplains' Complaints Committee ["the Committee"] shall comprise three members chosen by the Bishop from a panel of persons selected from time to time by The Catholic Healthcare Commission [a Joint Body of the Irish Episcopal Conference and the Conference of the Religious of Ireland]. One of the three members of the Committee shall be a serving hospital chaplain.
2. Service of the complaint by ordinary post or delivery at the Hospital where the Chaplain is serving or his/her last known residential address shall be deemed to be sufficient service.
3. The Chaplain shall, within seven days of receipt of the complaint, indicate in writing that he/she intends to answer same and the Committee shall investigate the complaint as soon as reasonably possible after service of the complaint but shall give the Chaplain not less than 21 days notice of a hearing, if the Chaplain wishes a hearing.
4. The Chaplain, having been furnished with the grounds and nature of the complaint, shall be invited to make his or her answer and representations in respect of the complaint to the Committee and for this purpose shall be entitled to be accompanied and represented by a person on his/her behalf. Arising therefrom the Committee shall make its Report to the Bishop.
5. Consequent on his consideration of the Report the Bishop shall determine as to whether or not to withdraw the nomination of the Chaplain to the hospital; provided always that if the Bishop is so disposed to withdrawing the nomination, he shall before communicating such withdrawal to the Health Board and the hospital indicate his intention to the Chaplain and the Chaplain shall be entitled (on seeking same in writing within 21 days of such indication) to a hearing by the Bishop accompanied and represented by a person. Notwithstanding the responsibility of the Bishop in relation to Roman Catholic teaching and practice the Bishop shall make the findings of the Committee known in writing to the Chaplain.