

Ref.: Circular 7/99

January 1999

DEPARTMENT
OF HEALTH AND
CHILDREN

Chief Executive Officer
Each Health Board

Secretary/Manager
Each Public Voluntary
& Joint Board Hospital

Re: Hospital Chaplains

I refer to the on-going discussions between this Department and the Joint Health Care Commission of Bishops (JHC) 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 full-time Chaplains employed in approved positions and in receipt of the revised stipend of £12,700 pa.

Please note that the rate of stipend will increase from 1 January 1999 to £14,000 pa. All allocations have been adjusted to take account of this increase.

This circular sets out the provisions that have been agreed in relation to;

1. Contract of Employment

A contract of employment has been agreed and is attached at Appendix 1. This contract is to apply to both ordained and non-ordained Hospital Chaplains. This contract is to be signed by all parties concerned with effect from 1 January 1999.

In relation to the probationary period for Chaplains, those in post for more than six months will be deemed to have completed their probationary period.

2. Job Description

An agreed job description is attached at Appendix 2

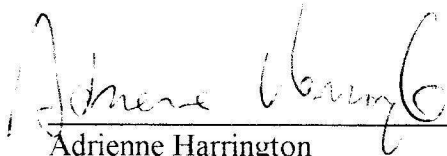
3. Certification of Hospital Chaplains

Appendix 3 sets out the certification and training requirements of all Hospital Chaplains, both ordained and non-ordained.

4. Recruitment

Appendix 4 outlines the recruitment procedure which has been agreed. It is already in operation in some diocese, but it has been agreed that it should now be followed in the filling of all future vacancies.

Any queries in relation to the implementation of this circular should be addressed **firstly to the local Personnel Officer, or in writing only, from the Personnel Officer**, to the undersigned.



Adrienne Harrington
Assistant Principal
Personnel Management and Development Unit

Appendix 1

A G R E E M E N T

THIS AGREEMENT is made the _____ day of _____ 19____ BETWEEN MOST REVEREND _____ of (address)

(hereinafter called "the Bishop", successor and assigns) of the first part,

the Hospital (address) (hereinafter called "the Hospital", employer) of the second part

and _____ of address (hereinafter called "the Chaplain", employee)

of the third part.

WHEREAS:-

- (a) The Hospital 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 the Hospital and such other persons in the Hospital who wish to avail of such service.
- (b) The Bishop is recognised by the Hospital as the sponsor of the Chaplaincy service for Roman Catholic patients and employees of the Hospital and as part of such sponsorship the Bishop nominates _____ ("the Chaplain") to be Chaplain in the Hospital.
- (c) The Chaplain's duties shall include those specified in the description list hereto annexed and such other duties as shall be agreed between the Bishop and the Hospital which are and notified to the Chaplain from time to time.
- (d) The Chaplain shall be an employee of the Hospital and shall comply with the regulations of the Hospital from time to time insofar as same are not of or do not conflict with those of a religious or pastoral nature.

WHEREBY IT IS AGREED by and between the Bishop, the Hospital and the Chaplain as follows:-

1. The Chaplain is employed by the Hospital and such employment shall commence on the day of _____ 19____ and subject to probation as indicated in clause 3 hereunder shall be for a term of 5 years expiring on the day of _____ 20____. The Unfair Dismissals Act, 1977 - 1993 as amended, shall not apply to a dismissal consisting only of the expiry of the within term without its being renewed.

2. 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.
3. The Chaplain shall be on probation for a period up to six months from the said commencement date and the Hospital, following prior consultation with the Bishop, 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 Hospital to pay salary in lieu of such notice. No notice or payment in lieu will be given in circumstances which justify summary dismissal.
4. The Chaplain's duties shall include those specified in the description list hereto annexed and such other duties as shall be agreed between the Bishop and the Hospital which are and notified to the Chaplain from time to time.
5. 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 Hospital will consult with a view to resolving the matter.
6. The Chaplain shall comply with the regulations of the Hospital from time to time insofar as same are not of or do not conflict with those of a religious or pastoral nature.
7. The Chaplain shall be entitled to thirty one working days annual leave for vacation. The 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 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.
8. 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.
9. As Roman Catholic teaching and practice are intrinsic to Roman Catholic Chaplaincy, 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 which is seriously prejudicial to the interests of the Chaplaincy, will be a breach of this Agreement justifying immediate termination without notice, compensation or salary in lieu of notice. If the Bishop deems that the Chaplain is in

breach of this condition in any respect, the Hospital shall, if required by the Bishop so to do, terminate the Chaplain's employment herein forthwith.

10. The Hospital shall have the right to terminate the employment of the Chaplain without notice (or salary in lieu of notice) and without liability for compensation or damages upon the happening of or during any of the following events:-
 - (a) If the Chaplain:-
 - (i) is in breach of the Chaplain's duties including those specified in the description list annexed hereto or notified to the Chaplain;
 - (ii) does any act of misconduct;
 - (iii) does any act which is seriously prejudicial to the interests of the Chaplaincy and / or the interests of the Hospital and / or brings the Chaplaincy and / or the 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 Hospital'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.
11. Notwithstanding the term herein, 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 Hospital.
12. Subject as provided in clause 10 aforesaid and subject to production of a satisfactory medical certificate, the 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 Hospital at its discretion decides otherwise.

SIGNED by THE BISHOP
in the presence of:-

SIGNED by THE HOSPITAL
in the presence of:-

SIGNED by THE CHAPLAIN
in the presence of

Preface to the 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 multi-disciplinary 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 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 Joint 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.

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Appendix 2

Job Description for Hospital Chaplains

1. Visiting

- Patients on all wards, especially acute wards, and clinical departments will be visited by the member 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 association to which members of the department are affiliated.
- The Chaplaincy shall follow the professional codes of conduct of the Hospital and the Chaplaincy organisation.

6. Managerial

- The Chaplain will accept managerial accountability and will be directly responsible to the Chief Executive Officer/Secretary Manager 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.

8. Theological and Ethical Issues of Health Care

- The Chaplain will keep informed about current ethical issues of health care and shall be prepared to address ethical issues with those in authority with the 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 Hospital shall firstly be approved by the Chaplaincy and shall be co-ordinated by the appropriate Chaplain.

Appendix 3

Requirements for Certification

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 Joint 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

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 be hospital chaplains.
2. The Bishop nominates the chaplain.
3. 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 hospital chaplain, shall interview the applicant.
4. Where the hospital chaplains are the appointed priests to a parish, responsible for providing pastoral care to the hospital, the interview may be substituted by the normal diocesan appointment procedures.
5. The nominated candidate will, if required, meet with the appropriate 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 hospital, to which the Bishop will be a party.