

# **FINAL FRAMEWORK AGREEMENT BETWEEN THE INTERIM HEALTH SERVICE EXECUTIVE AND IMPACT**

## **1. Purpose**

It is accepted by all the parties that the scale and complexity of the Health Reform Programme requires a separate agreement, with specific commitments, between the interim HSE and IMPACT. This agreement is intended to assist to the greatest possible degree co-operation with the new structures and the reforms generally and to provide for a genuine working partnership between IMPACT and the HSE in the interests of the users of services and the staff who ensure their provision.

## **2. Status**

This framework will be treated as a collective agreement for the purposes of the Health Act 2004 and it will constitute an agreement between the Health Service Executive and IMPACT to the effect that the terms and conditions of employment of employees of the Health Service Executive may only be varied in accordance with its provisions. It is further agreed that the HSE and IMPACT will formerly execute an agreement to the terms herein immediately after establishment day.

## **Protections for transferred staff**

### **3. General Protections**

In recognition of the fact that the contracts of employment of officers of health boards reflected the protections afforded by the legislation governing such offices and office holders the parties agree that from establishment day all relevant sections of this collective agreement, in addition to all reasonable interpretations of matters that had been custom and practice in the officers' employment prior to the establishment day, will become implied terms of their contracts.

New contracts of employment will not be issued for existing staff.

### **4. Job Security**

Staff are guaranteed security of employment on transferring to the HSE. The parties agree that the term "permanent and pensionable" will be construed as conferring an entitlement on transferred staff to remain in their employment until they reach the retirement age stated in their contract save in the case of dismissal in accordance with agreed disciplinary procedures.

### **5. Conditions of Employment**

Staff will continue to enjoy terms and conditions of employment no less favourable than those that they enjoyed immediately prior to their transfer to the HSE.

## **6 Location**

Staff will continue to work in their present work location in accordance with the terms of para 11 of this framework.

## **7 Superannuation**

It is agreed that in the event of the termination of employment of transferred officers, other than termination arising from disciplinary procedures, arising as an issue for whatever reason at any time in the future then this will be considered at the election of the person concerned pursuant to the provisions of the Redundancy Payments Acts 1967 to 2003 or in accordance with the provisions of the Local Government (Superannuation) (Consolidation) Scheme 1998, Statutory Instrument 455 of 1998 – which scheme it is acknowledged shall still apply to transferred officers.

## **8 Disciplinary Procedures**

The Grievance & Disciplinary procedures for the health service, agreed with IMPACT and the other health service Unions will be utilised in the case of any removal from office or employment. It is acknowledged that the protections must not be any less than those enjoyed to date but suitably modified to the new circumstances.

## **9. Codes of Conduct**

Arrangements relating to the development and issue of a Code of Conduct, pursuant to the provisions of the Health Act 2004, will be the subject of discussions with IMPACT and the other health services unions with a view to early agreement.

## **10. Disclosure of Confidential Information**

Existing arrangements applicable to staff in the Health boards, Area Health boards, ERHA and Specialist Agencies will continue in effect following establishment day. The development and application of revised arrangements pursuant to the Health Act 2004 will be the subject of discussion with IMPACT and other Trade Unions prior to the issue of revised guidelines to staff.

## **Industrial Relations Issues arising from Reform Programme**

### **11 The approach to change**

The maintenance of health sector employment in current locations will require an approach by which IMPACT and the HSE agree to jointly work to identify suitable new functions for those locations and the additional sets of skills that may be required. Any re-training required and requested will be supported by specific ring-fenced funding.

Staff will continue to work in their present work location. Where it is desirable that an individual/s should re-locate as a result of the re-configuration of health services, this will be approached in a manner that maximises the involvement of the staff member/s concerned, places an emphasis on individual choice and ensures the greatest possible level of consultation in relation to existing and future roles. All of these situations will be the subject of prior engagement with IMPACT with a view to agreement.

### **12. Contracts of Employment for new entrants**

Contractual arrangements for newly appointed HSE staff on or after establishment day will be the subject to prior discussion with a view to reaching agreement with IMPACT trade union.

### **13. Structures, Reporting Relationships and Shared Services Development**

The existing national grading structures applicable in health boards will continue in the HSE.

For clerical, administrative and managerial grades this means the core grades of Clerical Officer, IV, V, VI, VII, VIII, General Manager, ACEO and CEO, some of which contain different levels, will form the spine of the structure. New titles will apply for some grades (e.g. ACEO/CEO).

Common structures will be utilised in the emerging HSE organisational design – corporate HQ, regional health offices, hospital networks and local health offices. Any differences will be based on clear criteria.

It is clear that the majority of the staff who are most affected are those currently working in the existing eleven health board headquarters.

The move to develop National Shared Services will be advanced using a partnership approach. A joint IMPACT/HSE working group will be established to provide for a meaningful involvement and input by the union in the transition to a National Shared Service System. The transition will also be planned and implemented in consultation with staff and representatives associations.

It is envisaged that the various Finance, Information Systems, Human Resources and Corporate Services roles in health board headquarters will continue during the transitional period.

It is acknowledged that, at this stage, information pertaining to the implications of the revised organisational structures is limited to the most senior levels.

The parties agree to commence immediate discussions with a view to systematically agreeing and confirming appropriate roles for staff in these clerical, administrative and managerial grades. A timescale for the work involved will be agreed by the parties.

It is proposed to approach these discussions in a tiered fashion using the existing grades identified above.

Analogous grades will be dealt with at the same time as their core 'marker' grade.

Posts paid at a level between core grades or which attract allowances will be dealt with at the same time as the core 'marker' grade immediately below.

The grading of new posts will be the subject of discussion between the parties with a view to reaching agreement.

The union will be free to advance argument for regrading of posts and particular regard will be given to the need to achieve uniformity and consistency in the grading structures.

Either side will be free at any time to refer issues in dispute to the agreed mediator as provided for in the standing procedures that form part of this agreement.

If still unresolved issues will fall to be dealt with by adjudication as provided for in the standing procedures.

The parties agree that the current job evaluation scheme will continue and that its use during the transition period will assist the resolution of issues and the achievement of consistency.

Certain non-administrative grades represented by IMPACT currently hold operational responsibility for service planning, human resources, budgets and other issues with defined reporting relationships within the overall health board structure. These grades, responsibilities and reporting relationships will be identified without delay and will be protected in the new structure. Any changes that arise will only take place in line with the procedural arrangements agreed with IMPACT.

#### **14. Standardising Conditions of Employment**

The parties will aim to address the issue of standardising terms and conditions of employment for staff of the HSE. Where individual or localised arrangements need to be retained it will be done on a "red circled basis". Terms and conditions of

employment will be agreed with IMPACT for all new entrants to relevant grades after establishment day.

Any issues in dispute will be dealt with in accordance with the procedures herein.

## **15 Recruitment & Selection for appointment and promotion**

All positions in the HSE will be filled in a fully open and transparent manner.

The Public Appointments Service will have a continued involvement in competitions to fill posts in all grades for which the Local Appointments Commission had responsibility immediately prior to the establishment of the PAS. The existing protocol governing posts for which responsibility was devolved by the LAC will continue to have effect.

The HSE will fill all other posts using best practice recruitment procedures.

Positions will be advertised and filled through public competition, or confined competition as appropriate, in line with existing agreements. Acting or temporary appointments will be made in an equally open and transparent manner.

The agreed health service policies on diversity and equal opportunities will apply.

The parties will develop a recruitment and selection policy to include promotional posts which will accord with best practice selection procedures, objectivity, equality and other legislation.

## **16 Education, Training and Development**

Significant investment is required to support the education, training and development of staff with a particular focus on the clerical administrative and health and social care professional grades. This initiative will be built on the work already commenced under the Action Plan for People Management and continues in a joint IMPACT/HSE Project.

Following on from the implementation of statutory registration members of the relevant professions encompassed therein, resources will be deployed to ensure the greatest possible level of success of the initiative. This will also extend to the important area of Continuous Professional Development. This will involve IMPACT and the HSE working with the DoHC.

## **17 Voluntary Early Retirement**

The HSE has indicated that continuing roles, commensurate with current roles and responsibilities, are available for staff. In these circumstances, scope does not exist for a voluntary redundancy programme across the health sector.

## **18 Pensioners**

Arrangements will be made to ensure that the position of pensioners whose pension is linked to a grade that will not exist in the new structures, are linked to an agreed salary scale for the purpose of calculation of pension from establishment day or such other date that may be appropriate.

## **19 Transfers**

The parties will immediately agree a clear policy in relation to staff transfers that may arise as a result of the transition of the new structures. The discussions will also cover an ongoing policy for transfer in a single, national employment context. The policy will incorporate the facilitation of the work, role and location preferences of staff while having no adverse effect on the services they provided.

## **20 Fixed Term Temporary Staff**

It is agreed that existing temporary employees will continue to be engaged by the HSE following establishment day on the terms outlined in their contract of employment.

It is agreed that a review of the incidence of temporary employment contracts generally will be conducted with a view to minimising their usage subject to the need for flexibility within the system and to commitments in relation to existing panels for permanent appointment. It is intended that this review will commence in January 2005.

Temporary staff will be afforded the same protection regarding entitlements and supports as if they had been permanent staff.

## **21 Acting-up**

It is agreed that an individual holding an acting position on establishment day will continue to hold that position for as long as originally intended or until the particular requirement ends. It is not intended that acting-up arrangements would continue for excessive periods.

An immediate exercise will take place to identify any acting posts that should be regularised by confined competition with particular reference to acting arrangements that may have been made in the light of the Department of Health & Children Secretary General's letter of 2<sup>nd</sup> March 2004.

Discussions will commence immediately with a view to agreeing a HSE policy covering the remunerative aspects of acting arrangements, the length of time required to act in a higher capacity before qualifying for additional payment and the issue of incremental progression for those exceptional situations where individuals fill positions in a temporary basis over a long term.

## **22 Outstanding Industrial Relations Issues**

Arrangements for the implementation of outstanding issues have been agreed.

## **23 Work/Life Balance**

The employment ethos of the HSE will reflect the most modern approaches to ensure a positive work/life balance and it is recognised that continuing engagement with IMPACT is necessary on the practical measures involved.

The proposals in relation to term-time working contained in the Action Plan for People Management will be fully supported and will be treated as a priority by the HSE from the point of view of improving in a practical way the working environment of those staff who wish to avail of the scheme.

## **24 Bi-lateral Meetings**

Arrangements will be put in place for an effective IMPACT/HSE partnership, involving regular meetings, to ensure that services can be safeguarded and industrial relations optimised during the transition and further improved in the future. Arrangements for meetings between IMPACT and the HSE, both in the transitional phase and for the future will be agreed. An intensive schedule of meetings with a focused agenda and provision for the addition of items that will inevitably arise will be agreed for the transition phase. On an ongoing basis, regular meetings will take place each month.

## **25 Consultation with IMPACT health professional groups**

Arrangements will be made to ensure the safe and effective transition to the new structures in so far as it relates to the legal position of staff in fulfilling their legal and day to day obligations under relevant legislation. Appropriate meetings to address issues arising will be arranged.

## **26 Union Recognition**

The parties agree that IMPACT will have sole national negotiating rights and recognition in relation to grades for which IMPACT enjoyed sole national recognition until now. This will not be affected by the transfer of staff from agencies other than health boards either on establishment day or some future date. A list of the grades concerned has been agreed and this will become policy throughout the HSE.

## **27 Common Recruitment Pool**

It is agreed that positions in the relevant grades in the HSE will be comprehended by the Common Recruitment Pool and by the review of the Common Recruitment Pool provided for under Sustaining Progress.

Vacancies in these grades will be filled in accordance with those arrangements until such time as a change is agreed by the parties.

## **28. Existing Panels**

Panels formed and in existence immediately prior to establishment day will be operated on the same basis as had been intended. Where vacancies exist or occur and no panel is in existence a competition will be arranged in accordance with normal practice and the field of competition will be that which would have applied prior to establishment day until alternative arrangements are agreed between the HSE and IMPACT.

## **29 Accommodation**

The interim Health Service Executive re-affirms its commitment to a better working environment for staff and service users. To this end, emphasis will be placed on ensuring that HSE premises, including temporary premises, are suitable to the needs of staff and service users during and after the transition period.

## **30 Advisers**

It is not intended that the appointment of Advisers by the HSE will conflict with the integrity of the common grading structure.

## **31 Employment Ceilings**

It is recognised that in view of current Government policy on approved employment levels in the health service, plans for future services should be developed in a manner which minimises the potential for conflict and maximises the potential for a partnership approach to improve services. The effect of the restriction on employment levels on service provision and future plans is recognised and it is agreed that this needs to be addressed.

### **32     Outsourcing**

IMPACT raised concerns with management with regard to recent developments in relation to the outsourcing of work. Management acknowledge that these developments have caused difficulties for IMPACT. It is agreed that these concerns will be addressed with a view to resolution.

In planning new developments with the objective of improved health services, the HSE will have regard to the terms of the Quality Public Services provisions contained in the Sustaining Progress agreement. In particular, section 21.12 of the agreement regarding management of the introduction of change and new developments will apply.

### **33     Streamlined Health Agencies**

The effect of these various arrangements on health agencies due to be streamlined will be considered on a case by case basis and reflected in an agreed statement.

### **34     Decentralisation**

The parties agree to detailed discussions on the implications of the Government's decentralisation programme insofar as it impacts upon positions in the HSE Corporate, Naas. An early meeting is arranged.

### **35     Procedures**

The parties will continue to engage to address the many issues including some not yet identified.

The parties agree that the current facilitator will have an ongoing role. This will include dealing with any issue of dispute or failure to agree interpretations resulting from the reorganisation process or this framework agreement.

Any such issue may be referred to the facilitator who will attempt a resolution by means of mediation. If agreement cannot be reached, the facilitator will issue a determination.

This process will be completed within one month from the date of referral unless otherwise agreed by the parties.

*23rd December, 2004*