



Oifig an Stiúrthóra Náisiúnta, Acmhainní Daonna

Feidhmeannacht na Seirbhísí Sláinte
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To:

- Chief Executive Officer**
- Each National Director**
- Each Assistant National Director HR**
- Each Hospital Group CEO**
- Each Hospital Group Director of HR**
- Each Chief Officer CHO**
- Each CHO HR Manager**
- Each CEO Section 38 Agencies**
- Each HR Manager Section 38 Agencies**
- Each Employee Relations Manager**
- Each Group Director of Nursing & Midwifery**
- Each Group Director of Midwifery**
- Each Clinical Director**

23rd August, 2019

Re: HSE HR Circular 022/2019 – Nursing and Midwifery - the Enhanced Nurse / Midwife Practice Contract

Dear Colleagues,

The purpose of this Circular is to activate the new role of Enhanced Nurse / Midwife Practice, and to give effect to the revision of the new entrant measure for nurses/midwives as recommended in the recent Labour Court Recommendations LCR 21900, 21901, 21941 and 21942.

The New Contract

A new contract and salary scale for the role of Enhanced Nurse / Midwife Practice has been agreed. Any nurses / midwives who wish to avail of the new role will have to apply individually. Once it is determined that the qualifying criteria are met for each applicant, individuals can then sign the new contract (see *Appendix 1* of circular attached).

Eligibility

Application of this new arrangement will be effective from the **1st of March 2019**.

Once a nurse / midwife reaches point 4 on the existing salary scale, they become eligible to apply.

Existing staff nurses / midwives on Point 5-13 are also eligible to apply for the Enhanced Nurse / Midwife Practice role. This is subject to meeting the qualifying criteria as specified in section 1.2 of the contract.

The normal incremental credit rules shall apply to international applicants for the Enhanced Nurse / Midwife Practice role. This is subject to meeting the qualifying criteria as specified in section 1.2 of the contract.

Application Process

Applications for the new grade of Enhanced Nurse / Midwife must be made on HSE HR Form (see *Appendix 2* of circular). This form must then be completed and signed by your Director of Nursing / Midwifery and local HR unit. For successful applicants, assimilation to the Enhanced Nurse / Midwife Practice salary scale will occur

on each individual's current increment date. This is subject to submission of a completed and signed contract to the local HR Department.

Before signing the contract, applicants should read the accompanying *Contract Explanatory Document* in HSE HR Form (see *Appendix 3* of circular).

Staff Nurses and Midwives that do not apply

Staff nurses / midwives who do not apply for the Enhanced Nurse / Midwife Practice role will remain employed under their existing contract on their existing salary scale.

Unsuccessful Applicants

Staff nurses / midwives who are unsuccessful in their application for the Enhanced Nurse / Midwife Practice role will remain employed under their existing contract. Unsuccessful applicants may re-apply for the Enhanced Nurse / Midwife Practice role. Any re-applying for the role will remain subject to the eligibility criteria as outlined in this circular.

Senior Staff Nurses and Midwives

Senior staff nurses / midwives may apply for the Senior Enhanced Nurse / Midwife Practice role. This is subject to meeting the qualifying criteria as specified in section 1.2 of the contract. The existing process for progressing to a senior staff nurse shall also apply for those applicants for the Senior Enhanced Nurse / Midwife role.

Assimilation onto the new scale

Assimilation to the Enhanced Nurse / Midwife Practice salary scale will occur on each individual's incremental date. Assimilation will be to the nearest cost point upwards on the Enhanced Nurse / Midwife salary scale immediately thereafter on that date (please see *Appendix 4* for assimilation table and examples). Individual increment dates will not change.

Enhanced Nurse / Midwife Practice Scale

Point	ENP Scale
1	€35,806
2	€38,062
3	€39,265
4	€40,191
5	€41,212
6	€42,570
7	€43,893
8	€45,841
LSI	€47,201
SSENP	€49,471

Queries

Queries from individual employees should be addressed to the local management or the relevant CHO Head of HR/Hospital Group Director of HR.

Queries from HR Departments on the contents of this Circular may be referred to Morgan Nolan, HSE, Corporate Employee Relations, 63/64 Adelaide Road, Dublin 2. Tel: 01- 6626966, Email: info.t@hse.ie

Please note also that the National HR Help Desk is also available to take queries on 1850 444 925 or email: ask.hr@hse.ie.

Yours sincerely,



Rosarii Mannion
National Director of Human Resources.

Appendix 1 Enhanced Nurse /Midwife Practice Contract

Template Enhanced Nurse / Midwife Employment Contract

Guidance

- **Periodic changes to this document** - please note that because of the changing nature of employment law this template employment Contract is periodically reviewed and updated. Any changes are noted in the revision history for this document.
- **Completing gaps in the text** - areas where there is a _____ followed by text in square brackets e.g. _____ [insert ...] should be completed and the square brackets and enclosed text deleted prior to finalisation of the Contract.
- **Changing this template to comply with legislation or other requirements** - when completing this template, Employers should have due regard to any legislative or other requirements that may require deviation from this template.

Table of Contents

Please note that this table should be refreshed following any insertion or amendment to text in this document

The parties	3
1. Title and qualifications / eligibility criteria	3
2. Commencement date	3
3. Probationary period	4
4. Location	4
5. Reporting relationship	5
6. Duties	5
7. Policies, procedures and legislation	7
8. Remuneration	7
9. Hours of work	8
10. Annual leave and public holidays	9
11. Performance review	10
12. Code of standards and behaviour	10
13. Other employment	10
14. Sick leave	10
15. Grievance procedure	10
16. Disciplinary procedure	11
17. Health and safety	11
18. Confidentiality	11
19. Records / property	11
20. Security	12
21. Notice	12
22. Superannuation	12
23. Data protection	12
24. Induction	12
25. Garda vetting and re-vetting	12
26. Terms of employment (information) act 1994	13
27. Acceptance of contract	13

THE PARTIES

This Contract of Employment (the 'Contract') is made on the ___ [insert day of month] day of _____ [insert month and year] between _____ [insert name of the Employer] having its registered office at _____ [insert registered address of Employer] (hereinafter called the 'Employer') on the one part and _____ [insert name of Employee], of _____ [insert address of Employee] (hereinafter called the "Employee") of the other part.

It is agreed that the Employee will work for the Employer under the terms and conditions set out below. These terms and conditions may be revised from time to time in accordance with the Public Service Agreements and / or subsequent national agreements relating to public service employees.

1. TITLE AND QUALIFICATIONS / ELIGIBILITY CRITERIA

- 1.1 You are employed as an Enhanced Nurse / Midwife (the 'Role').
- 1.2 Your appointment to and continuing employment in this post is subject to you providing evidence to the Employer that you hold, prior to the Commencement date, the following qualifications and registrations:
- i. Registration as a Nurse / Midwife on the Register of Nurses and Midwives maintained by the Nursing and Midwifery Board of Ireland;
 - ii. Placement on the 4th point of the Department of Health Staff Nurse / Midwife salary scale and meet the qualifying conditions below;
 - iii. Documented competencies including care competencies in relation to patient case load;
 - iv. Evidence of skill acquisition from 'on the job' learning;
 - v. Certified skills training – including as a minimum mandatory training - relevant to care required for patient case load;
 - vi. Evidence of participation in audit and evaluation of care provision including collection of quality care metrics where same are in place.
- 1.3 You are required to maintain your registration with the Nursing and Midwifery Board of Ireland for the duration of your employment and evidence of such registration/renewal must be furnished annually to your Employer. Failure to maintain your registration with the relevant professional body may lead to disciplinary action up to and including dismissal.

2. COMMENCEMENT DATE

- 2.1 This Contract is a _____ [state which of permanent / fixed-term / specified purpose] Contract. This is not a promotional post. Your employment in this role will commence on _____ [insert start date] and will unless otherwise terminated in accordance with this Contract continue as follows [delete non-applicable clauses depending on permanent, fixed term or specified purpose]:

_____ [state indefinitely]

or

for a period of _____ [state number of months] months up to and including _____ [state end date] (the "End Date").

or

until the purpose for which you have been employed, being _____ [insert description of specified purpose] has been completed (the "End Date")

- 2.2 Should this be a fixed term or specified purpose Contract the Unfair Dismissals Acts 1977-2015 shall not apply to a dismissal consisting only of the expiry of the term of this Contract without it being renewed under this Contract.
- 2.3 Where this Contract is a renewal of a previous specified purpose Contract or fixed-term Contract, in compliance with the Protection of Employees (Fixed Term) Work Act 2003 you will be advised separately in writing of the reason why you are being hired on another specified purpose or fixed-term Contract.

3. PROBATIONARY PERIOD

- 3.1 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, 1973-2005. The probationary period may be extended at the discretion of management.
- 3.2 Your performance will be monitored regularly during this period to identify any guidance or assistance that you may need in order to achieve the Employer's required standard of working. Confirmation of your appointment as a permanent member of staff is subject to the successful completion of the probation period.
- 3.3 Notwithstanding Section 3.1 above, where you have already completed a probationary period with the Employer or have completed 12 months temporary employment with the Employer, no period of probation applies to this Contract of employment.

4. LOCATION

- 4.1 Care is delivered in a variety of settings. New approaches and models of care are being advanced within the context of overall healthcare reform. Many of the components in this contract will put nursing in a position to lead on these reforms
- 4.2 Your appointment is to _____ [insert name(s) of employment locations] and the normal duties of your work shall be delivered at such locations.
- 4.3 You may be required, in order to meet the requirements of the service and patient needs, to support:
- the delivery of services in the acute hospital and/or community sectors,
 - the transfer of workload from the acute hospital sector to the community, and
 - the implementation of strategies and projects to shift care delivery to the community setting including new approaches to chronic disease management.

This may require you to provide services at other places of work on a regular / intermittent basis as required by the Employer.

- 4.4 Any transfer to another place of work will be in accordance with this contract, employer policies and the National Agreements in place from time to time.
- 4.5 Flexibilities will continue to be delivered with the implementation of new models of care.

5. REPORTING RELATIONSHIP

- 5.1 You will report to the [insert title e.g. Director of Nursing] or such other nominated supervisor / manager.

6. DUTIES

- 6.1 Your standard duties and responsibilities as determined by the Employer and directed by your line manager are as set out below.
- 6.2 In addition to your normal duties and those documented in the job description, you may be required to undertake other duties appropriate to your position and within your scope of practice, including deputising as appropriate.
- 6.3 Your standard duties and responsibilities include:

- i. To practice Nursing according to the Code of Professional Conduct issued by the Bord Altranais agus Cnáimhseachais na hÉireann (Nursing Midwifery Board Ireland) and Professional Clinical Guidelines;
- ii. To work within your scope of practice and take measures to maintain and enhance the competence necessary for professional practice;
- iii. Complying with and adhere to all relevant policies and procedures;
- iv. Promoting the safety, health, welfare and social wellbeing of patients and respect the dignity and confidentiality of patients and their families;
- v. Promoting patient advocacy and maintain patients' privacy and dignity;
- vi. Performing the full range of clinical duties appropriate to your area of practice and as determined by your line manager to ensure a comprehensive nursing service is delivered to patients in your care;
- vii. Maintaining appropriate and accurate written/electronic nursing and midwifery records and care plans regarding patient care in accordance with local/national/professional guidelines;
- viii. Utilising appropriate evidence-based and recognised screening tools, risk prediction models, assessment and enhanced skills to support patient's remaining in their own home (e.g. Early Warning Scores, Falls Assessment);
- ix. Supporting and cooperating with the sharing of tasks with Non-Consultant Hospital Doctors as per national agreements;
- x. Engaging in continuous skill acquisition and be supported as appropriate in doing so to ensure the ongoing development of the enhanced role;
- xi. Taking responsibility for own competency and learning and development needs and actively contribute to the learning and development of the wider nursing / midwifery and primary care team;
- xii. Completing all mandatory training as deemed necessary by the Director of Nursing and Bord Altranais agus Cnáimhseachais na hÉireann (Nursing Midwifery Board Ireland);
- xiii. Supporting the training and education of nursing / midwifery students and participating in the clinical / workplace induction of new nursing and clinical support staff;
- xiv. Contributing to the identification of training needs pertinent to the clinical area;
- xv. Developing clinical teaching skills and participating in the planning and implementation of orientation, training and teaching programmes for nursing / midwifery students and other health-care staff allocated to the service e.g. Preceptorship;
- xvi. Co-operating with and implement, where appropriate, strategies developed to move work to the community;
- xvii. Co-operate with changes arising from implementation of the recommendations of the review of nursing and non-nursing in all areas including ambulatory and outpatients areas;
- xviii. Participating in clinical governance structures within the local / regional / national clinical governance framework;
- xix. Reporting complaints/ incidents and assist with the investigation of same as appropriate;
- xx. Facilitating and supervise the delegation of appropriate tasks to other clinical support grades as part of the nursing team;
- xxi. Co-operating with the implementation of the agreed new structures developed to support Integrated Care Organisations;
- xxii. Supporting the implementation of all recommendations from the HCA review including development of appropriate policies and guidelines to promote and sustain delegation;
- xxiii. Co-operating with the introduction of ICT systems including those to support the Safe Nurse Staffing Framework and input, utilise and analyse the data;
- xxiv. Collecting and input data on nursing metrics;
- xxv. Ensuring that records are protected and managed as per HSE / local policy and in accordance with relevant legislation;
- xxvi. Working closely with colleagues across health services in order to provide a seamless service delivery to the patients as part of integration;
- xxvii. Participating in and contributing to and providing data as required to any verification process at local, regional or national level for the purposes of documenting and assuring delivery of the range of duties specified in this Contract;
- xxviii. Undertake any other duties in accordance with your scope of practice as may be assigned by the Assistant Director of Nursing / Midwifery and Clinical Nurse / Midwifery Manager II or Employer.

7. POLICIES, PROCEDURES AND LEGISLATION

- 7.1 You are required to comply with legislation and national, regional and local policies, procedures and regulations which have particular application to the Employer and appropriate national agreements. Such policies include, but are not limited to:
- i. National Human Resource policies and procedures as issued by the Health Service Executive;
 - ii. Sláintecare;
 - iii. the Safe Nurse Staffing Framework;
 - iv. Implementing the recommendations of the review of nursing and non-nursing in all areas including ambulatory and outpatients areas;
 - v. as a mandated person under the Children First Act 2015 you will have a legal obligation to report child protection concerns at or above a defined threshold to TUSLA and to assist Tusla, if requested, in assessing a concern which has been the subject of a mandated report
- 7.2 You shall participate as required in the development of policies and procedures:
- i. that will maximise efficiency of the service provided to the enhancement of client care;
 - ii. to support compliance with current legal requirements, where existing, for the safe storage and administration of medicines and other clinical products;
 - iii. and in any investigations/reviews convened thereunder.
- 7.3 You must have a working knowledge of the Health Information and Quality Authority (HIQA) Standards as they apply to the role for example, Standards for Healthcare, National Standards for the Prevention and Control of Healthcare Associated Infections, Hygiene Standards etc. and comply with associated national and local protocols for implementing and maintaining these standards as appropriate to the role.
- 7.4 Details of policies and procedures will be communicated to you by your line manager / Employer and are subject to change.

8. REMUNERATION

- 8.1 The approved salary scale as at _____ [insert date] for the Role is as set out in the Department of Health Consolidated Salary Scales which can be accessed _____ [insert location and/or web location].
- 8.2 The approved salary scale may be revised or amended pursuant to the Public Service Agreement, national agreements relating to public service employees or Collective Agreements relating to your grade.
- 8.3 Subject to verification of prior reckonable service the Employer has calculated your remuneration as follows:
- i. Point on Scale: _____ [insert point on salary scale]
 - ii. Gross Rate of Pay: _____ [insert remuneration per annum]
 - iii. Incremental Date: _____ [insert date on which next increment is due]
- 8.4 You will be paid as per payroll arrangements, subject to the normal Revenue and statutory deductions required under applicable laws. The frequency will be advised to you on the commencement of your employment. Should you work part-time you will be paid on a pro rata basis.
- 8.5 You may, under Section 23 of the National Minimum Wage Act, 2000, request from the Employer a written statement of your average hourly rate of pay for any pay reference period (other than this current pay reference period) falling within the twelve month period immediately preceding the request.
- 8.6 By signing this Contract you authorise the Employer to deduct from your remuneration and other monies payable and reimbursable to you by the Employer all and any sums due from you to the Employer. Subject to the requirements of the Payment of Wages legislation, the Employer will

endeavour to provide you with details of any such deductions due in advance of the deductions being made.

9. HOURS OF WORK

- 9.1 You are contracted to undertake such duties / provide such services as are set out in this Contract in the manner specified for 39 hours per week. Contracted hours which are less than the 39 standard weekly working hours for your grade will be paid pro rata to the full time equivalent.
- 9.2 Hours of work may be revised or amended pursuant to the Public Service Agreement, national agreements relating to public service employees or Collective Agreements relating to your grade.
- 9.3 Your roster may be subject to assessment and change in the context of the Framework on Safe Staffing and may provide for a variety of shifts. This will include all healthcare settings in due course.
- 9.4 It is acknowledged that hours are delivered on a 24/7 basis including day and/or night duties over any 5 or 7 days out of the 7 days in a week as determined by the Employer. The provision of services over an extended working week will be delivered in accordance within the Framework Agreement 2008.
- 9.5 Your duty roster will be flexible and as determined by the Director of Nursing / Midwifery / Employer in line with:
- implementation of the Framework for Staff Nursing Staffing and Skill Mix and Clinical Care Programmes;
 - other evidence-based safe staffing tools; and taking account of:
 - finalisation of rosters at least 4 weeks in advance of start date following consultation with nurses / midwives;
 - measures to ensure an equitable distribution of premium pay hours allocation;
 - patient safety requirements;
- 9.6 Rostering arrangements may be changed from time to time in line with clinical and/or service need as determined by the Employer.
- 9.7 You will be notified of rosters at least 4 weeks prior to their taking effect other than where there is a requirement for the employer to amend the roster to respond to unplanned clinical need.
- 9.8 You will receive rest and daily / weekly breaks in line with the Employer's policies and collective agreements as a minimum rest breaks and other entitlements provided for under the Organisation of Working Time legislation.
- 9.9 You shall comply with such arrangements as are put into place by the Employer for measurable and transparent systems of continuously monitoring adherence to working time legislation in line with the provisions of the Public Service Agreements.
- 9.10 You may be required to work such reasonable additional hours as may be necessary to meet service needs in accordance with national overtime policy. The rate of overtime payment, where applicable to you, will be in line with nationally approved rates for your grade.
- 9.11 Work outside the confines of this Contract is not permissible if the combined working time associated with this employment taken together with any other employment exceeds the maximum weekly working hours as set out in the Organisation of Working Time Act.

10. ANNUAL LEAVE AND PUBLIC HOLIDAYS

- 10.1 Annual leave and public holidays are granted in accordance with the provisions of the Organisation of Working Time Act, 1997. The annual leave entitlement for your grade, based on the standard hours of attendance is ___ [state number of days] days per completed year of service. You are entitled to

pro-rata of this amount for periods of employment of less than one year. Employees who work on a part-time basis will receive a pro – rata annual leave entitlement based on their hours of attendance.

- 10.2 Your annual leave entitlements may be revised or amended pursuant to the Public Service Agreement, national agreements relating to public service employees or Collective Agreements relating to your grade.
- 10.3 If you commence employment with, or leave the employment of, the Employer during an annual leave year, your leave entitlement for that year will be calculated on a pro-rata basis at the rate of one twelfth of the full entitlement for each complete month of service prior to the annual leave year end.

11. PERFORMANCE REVIEW

- 11.1 Your performance will be regularly reviewed during your employment, which will involve:
- i. Implementation of the requirements of the HSE or other national performance verification or management process;
 - ii. structured discussions between you and your line manager / Employer in relation to your performance and conduct;
 - iii. identifying areas for improvement, if any;
 - iv. specifying and implementing appropriate plans / measures to achieve any changes required.

12. CODE OF STANDARDS AND BEHAVIOUR

- 12.1 You are required to abide by the Department of Health Code of Conduct for Health and Social Service Providers, or other Code that may be published by the Employer from time to time. The code(s) are available from the Employer.
- 12.2 Failure to abide by the terms of the Code may result in disciplinary action up to and including dismissal.

13. OTHER EMPLOYMENT

- 13.1 You should not engage in any gainful occupation, other than as an employee of the Employer, to such an extent as to impair the performance of your duties or which might be inconsistent with the discharge of your duties as an employee of the Employer or which conflicts with the interests of the Employer.

14. SICK LEAVE

- 14.1 You are covered by the Public Service sick leave scheme, details of which are available on the HSE website (www.hse.ie) or through your Line Manager. The granting of paid sick leave is subject to compliance with the Employer's Managing Attendance Policy and related policies and procedures that are in place from time to time.

15. GRIEVANCE PROCEDURE

- 15.1 You have the right to seek redress in respect of any aspect of your terms and conditions of employment under the Employer's Grievance Procedure details of which are available from your Line Manager or on the Employer's website at _____ [state website]. Should you have a grievance you should follow this Grievance Procedure.

16. DISCIPLINARY PROCEDURE

16.1 The Employer requires that you carry out your duties in such a way as to achieve high standards of conduct and performance of work. In the event of your failure to achieve these standards the disciplinary procedure will be invoked. Details of the Employer's Disciplinary Procedure are available on the website _____ [state website] or through your Line Manager.

17. HEALTH AND SAFETY

17.1 The Employer is committed to ensuring the safety, health and welfare of its staff and, to this end, national and local safety statements, policies, risk assessments, control programmes and procedures, have been prepared setting out all the safety arrangements which are in force. All staff have legal obligations in relation to safety, health and welfare at work and are required to familiarise themselves with and adhere to the provisions contained in the aforesaid safety statements, policies, risk assessments, control programmes and procedures.

18. CONFIDENTIALITY

18.1 In the course of your employment you may have access to, or hear information concerning the medical or personal affairs of patient/service users, and/or staff or any other health service business. Such records and information is strictly confidential and unless acting on the instructions of the Employer, on no account shall you discuss or disclose any information of a confidential nature except in the performance of normal duty. In addition, records must never be left in such a manner that unauthorised persons can obtain access to them and must be kept in safe custody when no longer required. This duty of confidentiality will continue to apply after this Contract terminates.

19. RECORDS / PROPERTY

19.1 You shall not remove any records belonging to the Employer from the Employer's premises at any time without proper advance authorisation.

19.2 You will return to the Employer 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.

20. SECURITY

20.1 The Employer reserves the right to search your person and property while on or while departing from the Employer premises.

21. NOTICE

21.1 Your employment may be terminated at any time by the Employer on the giving of the appropriate period of notice set down by the Minimum Notice and Terms of Employment Act, 1973-2005. You will be required to give the Employer one month's notice in writing of your intention to terminate your employment.

22. SUPERANNUATION

22.1 Arrangements with regard to superannuation and associated pension entitlements are set out in the Staff Handbook available from the Employer and is available at _____ [insert website address].

23. DATA PROTECTION

23.1 The Employer will process your personal data in connection with your employment. Details of the personal data that will be processed by the Employer, the reasons for any such processing and the measures that the Employer has implemented to protect its employees' privacy rights are set out in the Employer's Data Protection Policy available here: _____ [state location / website].

24. INDUCTION

24.1 The Employer's Employee Resource / Induction pack will be made available to you, through your line manager. Induction will be provided to help you integrate into the workforce and your employer's brand, values and culture.

25. GARDA VETTING AND RE-VETTING

25.1 Should you be a new employee your appointment is conditional on the completion of the Garda vetting in accordance with the National Vetting Bureau (Children and Vulnerable Persons) Acts 2012 – 2016 and related HSE Circulars, including HSE HR Circular 012/2018 re 'National Vetting Bureau Acts 2012-2016 – Garda Vetting of New Employees and Other Persons engaged in "Relevant Work" With Children or Vulnerable Adults'.

25.2 Thereafter during your employment with the Employer, if you are convicted of criminal offences, or given the benefit of the Probation Act when tried for a criminal offence, you must report that fact directly to _____ [insert title of person to report to].

26. TERMS OF EMPLOYMENT (INFORMATION) ACT 1994

26.1 This Contract is a statement of your terms and conditions of employment within the meaning of the Terms of Employment (Information) Act 1994, as amended.

27. ACCEPTANCE OF CONTRACT

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

SIGNED by the employee: _____

DATE: _____

SIGNED on behalf of the Employer: _____

Date: _____

Verification Form

Enhanced Nurse/Midwife Post

APPLICANT'S DETAILS:

Name: _____

Work Location: _____

Personnel Number:(Mandatory)_____

Service Area: _____

Your appointment to and continuing employment in this post is subject to you providing evidence to the Employer that you hold, prior to the Commencement date, all the following qualifications and registrations:

Criteria as set out in HR Circular 022/2019	Applicant meets criteria (Y/N)
Registration as a Nurse / Midwife on the Register of Nurses and Midwives maintained by the Nursing and Midwifery Board of Ireland	
Placement on the 4 th point of the Department of Health Staff Nurse / Midwife salary scale	
Documented competencies including care competencies in relation to patient case load	
Evidence of skill acquisition from 'on the job' learning	
Certified skills training – including as a minimum mandatory training - relevant to care required for patient case load	
Evidence of participation in audit and evaluation of care provision including collection of quality care metrics where same are in place	

Mr / Ms _____ hereby make an application for the post of Enhanced Nurse / Midwife and I declare that the above information provided in support of my application is, to the best of my knowledge, correct. I agree to provide validation, where requested.

I agree to the provisions as set out in HSE HR Circular 022/2019.

Signature of applicant: _____ **Date:** _____

Approved by Director of Nursing: _____ **Date:** _____

HR Approval: _____ **Date:** _____

Appendix 3 HSE HR Form

INFORMATION NOTE – ENHANCED NURSE/MIDWIFE PRACTICE CONTRACT [To be read prior to signing of contract]

Most of the terms and conditions contained in the new Enhanced Nurse and Midwifery Practice contract remain essentially the same as those contained in the Staff Nurse contract. This includes hours of work, annual leave, sick leave and pension entitlements, for example.

However, there are also important new requirements contained in the new contract that you should be aware of. These are summarised below:

LOCATION OF WORK (Section 4)

Your employment location, where normal duties of your work will be delivered, will be stated in your contract.

The contract also provides for a more flexible working arrangement to follow the care demands of the health service. The contract refers to the fact that *“care is delivered in a variety of settings and that new approaches and models of care are being advanced within the context of overall healthcare reform. Many of the components in this contract will put nursing in a position to lead on these reforms.”*

In order to meet requirements of service and patient need, you may be required to support

- the delivery of services in acute and/or community sectors,
- the transfer of workload from the acute hospital sector to the community and
- the implementation of strategies and projects to shift care delivery to the community setting.

In that context, you may be required to provide services at other places of work on a regular/intermittent basis as required by the employer. Any such transfer will be in accordance with this contract, employer policies and National Agreements in place.

ROLE DUTIES (Section 6)

A full list of the duties required of an Enhanced Nurse and Midwifery Practice is set out in section 6.

Examples of duties which would be additional to those of a staff nurse/midwife include:

- supporting training and education and participating in the clinical/workplace induction extended to include clinical support staff (xiii in contract);
- developing clinical teaching skills and participating in the planning and implementation of orientation, training and teaching programmes extended to other health care staff allocated to the services (xv in contract);
- cooperating with changes arising from recommendations of review on nursing and non-nursing areas, including ambulatory and outpatients areas (this review has not yet produced recommendations) (xvii in contract);
- supporting the implementation to the HCA review recommendations (xxii in contract).

You should familiarise yourself with the full list of duties, prior to signing this contract.

HOURS OF WORK (Section 9)

Your hours of work remain at 39 hours per week.

Your roster may be subject to assessment and change in the context of the Framework on Safe Staffing and Skill Mix and may provide for a variety of shifts. The Framework is currently being rolled out in acute hospital settings but it is planned that it will include all healthcare settings in due course.

Your duty roster will be flexible and as determined by the Director of Nursing / Midwifery / Employer.

There are certain protections built in to the contract such as:

- While it is acknowledged that services are provided over an extended working week, this will need to be in accordance within the Framework Agreement 2008. This 2008 Agreement puts certain limits on the hours which staff can be rostered to work.
- Adjustments to the roster will be in line with implementation of the Framework on Staff Staffing and Skill Mix (again this will not be in every setting yet), Clinical Care Programmes and other relevant evidence-based tools.

Management are required to finalise the roster at least 4 weeks in advance of start date, following consultation with nurses/midwives and will take account of measures to ensure an equitable distribution of premium pay hours and patient safety requirements.

It should be noted that it is not permitted to work outside of this contract if the combined working time associated with this employment taken together with any other employment exceeds the maximum weekly working hours as set out in the Organisation of Working Time Act.

OTHER EMPLOYMENT (Section 13)

As well as the restrictions already referenced in relation to the number of hours which should be worked, the contract also prohibits engaging '*..in any gainful occupation, other than as an employee of the Employer, to such an extent as to impair the performance of your duties or which might be inconsistent with the discharge of your duties as an employee of the Employer or which conflicts with the interests of the Employer.*'

16 July 2019

Appendix 4 - Assimilation Arrangements resulting from (i) New Entrant measure and (ii) Enhanced Nurse/Midwife Practice (ENP) scale

The Labour Court recommendations 21900/21901 state that “assimilation to the Enhanced Nurse Practice Grade will occur for each individual on their increment date.... In general, assimilation on that date will be on the basis of application of the increment on the existing Staff Nurse scale on the incremental date and assimilation to the nearest cost point upwards on the Enhanced Nurse Practice scale immediately thereafter on the date”.

Nurses/Midwives on points 1-3 benefit from the revised new entrant deal and movement to new scale.

Nurses/Midwives currently on point 1 will benefit from the revised new entrant measure and, at their next increment post 1st March 2019, skip point 2 and go to point 3. At their next increment date, they progress normally to point 4 of the old scale and potentially become eligible to move to point 1 of the new scale.

Nurses/Midwives currently on point 2 will benefit from the revised new entrant measure and, at their next increment date post 1st March 2019, instead of progressing normally to point 3 go to point 4. They then potentially become eligible to move to point 1 of the new scale.

Nurses/Midwives currently on point 3 will benefit from the revised new entrant measure and, at their next increment post 1st March 2019, instead of progressing normally to point 4, they become instantly eligible to move to point 1 of the new scale.

Nurses/Midwives currently on point 4, at their next increment post 1st March 2019, progress normally to point 5 and become eligible to move to point 1 of the new scale.

Nurses/Midwives currently on point 5, at their next increment post 1st March 2019, progress normally to 6 and become eligible to move to point 2 of the new scale.

Nurses/Midwives currently on point 6, at their next increment post 1st March 2019, progress normally to 7 and become eligible to move to point 3 of the new scale.

Nurses/Midwives currently on point 7, at their next increment post 1st March 2019, progress normally to 8 and become eligible to move to point 4 of the new scale.

Nurses/Midwives currently on point 8, at their next increment post 1st March 2019, progress normally to 9 and become eligible to move to point 5 of the new scale.

Nurses/Midwives currently on point 9, at their next increment post 1st March 2019, progress normally to 10 and become eligible to move to point 6 of the new scale.

Nurses/Midwives currently on point 10, at their next increment post 1st March 2019, progress normally to 11 and become eligible to move to point 7 of the new scale.

Nurses/Midwives currently on point 11, at their next increment date post 1st March 2019, progress normally to 12 and become eligible to move to point 8 of the new scale.

Nurses/Midwives currently on point 12 (Max of Scale) at their next increment post 1st March 2019 progress normally towards achievement of the Long Service Increment (LSI).

If they do not have the required service to achieve the LSI they become eligible to move to point 8 of the new scale, with their existing level of service towards achievement of the LSI.

If they do have the required service to achieve the LSI they become eligible to move to point 9 (LSI) of the new scale.

Nurses/Midwives currently on point 13 (LSI), at their next increment post 1st March 2019, progress normally towards achievement of the Senior Staff Nurse/Midwife.

If they do not have the required service to achieve the Senior Staff Nurse/Midwife they become eligible to move point 9 (LSI) of the new scale, with their existing level of service towards achievement of the Senior Staff Nurse/Midwife.

If they do have the required service to progress to become a Senior Staff Nurse/Midwife they become eligible to move to the Senior Enhanced Nurse Practice point of the new scale.

Nurses/Midwives currently on the Senior Staff Nurse/Midwife point, on their next increment date post 1st March, 2019, become eligible to move to the Senior Enhanced Practice Nurse/ Midwife.

Assimilation Table – Old scale to New scale

Current Old Scale Point	Old Point Value	New Scale Point Year 1	New Point Value Year 1
Point 1	€29,346	3*	€32,171
Point 2	€31,110	1	€35,806
Point 3	€32,171	1	€35,806
Point 4	€33,367	1	€35,806
Point 5	€34,876	1	€35,806
Point 6	€36,383	2	€38,062
Point 7	€37,883	3	€39,265
Point 8	€39,180	4	€40,191
Point 9	€40,480	5	€41,212
Point 10	€41,775	6	€42,570
Point 11	€43,070	7	€43,893
Max	€44,343	8	€45,841
LSI	€45,701	LSI	€47,201
SSN	€47,899	Senior	€49,471

*Old scale. Will progress in time to point 1 of the new ENP scale.