

This is a draft document and can only be considered as such. This document will be subject to change pending finalization of associated discussions.

## **National Ambulance Service National Framework Agreement Structured Leave/Utilisation of Relief**

### **1.0 BACKGROUND**

1.1 In 2007, the then National Ambulance Service Partnership Group worked collectively to identify appropriate mechanisms to enable action/implementation of a number of findings of the Ambulance Adjudication of October 2005. The output of this group resulted in a National Framework Agreement - Structured Leave.

1.2 In the intervening period, a number of challenges to this agreement have occurred leading to inconsistencies in the application of that Agreement resulting in an unsustainable cost in the provision of locum arrangements despite the recruitment and education of significant numbers of Paramedics.

### **2.0 RATIONALE FOR THE AGREEMENT**

2.1 Arising from the most recent challenge to this Agreement, Labour Court Recommendation 20063 requires the parties to that Agreement to engage within a defined period for the purpose of seeking to achieve an agreed understanding on the import and scope of the relevant provision in this Agreement.

2.2 As part of the original Agreement, the parties agreed to review the Agreement in January 2008, however, this did not occur.

2.3 In line with Section 4.8 of the Health Sector Action Plan under the auspices of the Public Service Agreement 2010 – 2014, the parties are required to demonstrate tangible savings through the elimination of all related restrictive work practices.

2.4 Consequently, the purpose of this National Framework Agreement is to:

- A. Comply with the provisions of LCR 20063
- B. Eliminate all ambiguities in relation to the spirit and intent of the original Agreement
- C. Facilitate consistent implementation of Structured Leave arrangements and the utilisation of all relief staff throughout the NAS
- D. Achieve tangible savings under the auspices of the Public Service Agreement 2010 – 2014
- E. Prevent further local variation and challenge to a national Agreement

### 3.0 SCOPE OF THE AGREEMENT

- 3.1 This agreement supersedes any agreement, written or otherwise in every NAS Area (including former Health Board areas)
- 3.2 This agreement applies to every grade of staff where relief or locum arrangements are required.

### 4.0 DEFINITIONS & ABBREVIATIONS

- 4.1 **Unrostered** - An unrostered member of staff is defined as any member of staff in any Division who is not permanently assigned to a roster.
- 4.2 **Minimum notice of rosters** – The Organisation of Working Time Act defines minimum notice of rosters as twenty-four hours in advance of the first working day of that week (Section 17, Subsection 2, 3).
- 4.3 **Short Notice Changes to Rosters** - The Organisation of Working Time Act defines short notice changes as changes to working hours, notified within twenty four hours of the notified starting time (Section 17, Subsection 4). Such changes are permissible only in exceptional circumstances where such circumstances are unforeseen by the employer, i.e. short notice sick leave, force majeure leave, compassionate/bereavement leave, paternity leave, staff injury, Stress Management stand down, critical staff shortage or Major Emergency.
- 4.4 **Leave Year** - The leave year is from 1st April to 31st March
- 4.5 **Calculation of leave entitlement in hours** - Employees have varying weekly hours of attendance or work shifts of varying lengths, consequently, all leave entitlement should be converted into hours. This is calculated by dividing the normal weekly working hours for the grade by 5, and multiplying this figure by the annual leave entitlement for the grade.

*e.g. an employee who works a 39 hour week is entitled to 179.4 hours per annum, i.e. 23 (days) × 7.8 (hours) = 179.4 hours*

Each time an employee takes annual leave, the number of hours s/he would normally have been rostered to work on the day(s) taken should be aggregated to determine the amount of annual leave taken.

- 4.6 **Leave Hours** - are defined as leave taken on hours where the staff member was due to work (working hours).
- 4.7 **Week** - For the purposes of this Framework Agreement, a week is defined as any period of 7 consecutive days, e.g. Wednesday to Wednesday, Thursday to Thursday, etc.

## **5.0 RESPONDING TO FUTURE CHANGE**

- 5.1 It is acknowledged that the structures of the HSE will continue to evolve and require an on-going flexible response from the NAS to be able to meet the ever increasing needs and expectations of the public. Ireland has also changed significantly and the increasing population, with significant regional demographic changes across the country, are also key drivers for on-going change within the service.
- 5.2 Where significant short or long term changes from projections in the NAS Strategic Plan are identified, steps will be taken to amend the NAS Strategic Plan to reflect the changing environment and to ensure the issues arising can be dealt with by the NAS in the long term. Such changes to the Strategic Plan will be done in consultation with staff.
- 5.3 It is expected that the increasing statutory leave entitlements (e.g. Maternity Leave) and training requirements to support professional Continuing Professional Competence requirements will require a significant increase in the overall relief factor going forward.

## **6.0 STATEMENT OF JOINT INTERESTS**

- 6.1 In the context of implementing a robust system of Structured Leave and effective Utilisation of any Relief Factor, our joint interests include:
- 6.1.1 Ensuring that all absence is covered by relief (unrostered) staff in the first instance, in all circumstances without exception.
- 6.1.2 Ensuring the NAS is sufficiently staffed and resourced to meet the levels of service required.
- 6.1.3 Ensuring that the National Ambulance Service demonstrates Value for Money and encourages further investment of public monies.
- 6.1.4 Demonstrating the value and efficiency that can be achieved and delivered by public services

## **7.0 STRUCTURED LEAVE ARRANGEMENTS**

- 7.1 A structured system for annual leave will apply to all grades requiring relief or locum. Under this system, these grades are required to take a minimum block of their annual leave entitlements during the Summer, Autumn and Spring, period as follows:

**Summer** - 1<sup>st</sup> April to 30<sup>th</sup> September

2 weeks	78 hours minimum	(over 2-week period)
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**Autumn** - 1<sup>st</sup> October to 31<sup>st</sup> December

1 week	39 hours minimum	(over 1 week period)
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**Spring** - 1<sup>st</sup> January to 31<sup>st</sup> March

1 week	39 hours minimum	(over 1 week period)
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<b>Total</b>	156 hours minimum	(over 4-week period)
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7.2 In the context of varied and diverse shift patterns (8, 10, 12 hour shifts, etc.) across the NAS, some minor local variation may be required in relation to the number of hours to be taken in each of the two smaller blocks and the one larger block, however, the minimum of 156 leave hours must be taken in 3 blocks.

7.3 The remaining balance of annual leave may be taken in periods of less than 39 hours, subject to the exigencies of the service and available cover.

7.4 A maximum of one person for every five staff (**20%**) in each location will be granted leave at any one time, subject to the exigencies of the service and available cover. Where there is no requirement for other relief arrangements, the Line Manager may apply discretion and allow additional leave.

7.5 Block periods will be specified locally by the relevant Line Manager or Line Supervisor and booked on the basis of length of service (within NAS only), in the first instance.

**8.0 ROTATIONAL PERIODS**

8.1 While a staff member will have preference over another because of length of service (within the NAS only), a staff member will not be able to reserve the same period every year as this would be unfair to other staff.

8.2 A rotational approach should apply in that staff members should book prime periods on a rotational basis.

**9.0 RATIO**

9.1 The Relief Factor will be deployed and calculated on an Area by Area basis.

9.2 Therefore, the following formula will be used to calculate the number of staff required to provide a 30% Relief Factor:

- A. Total numbers of **rostered hours** in the Area x 30%. Total is then divided by normal contracted hours for the grade (currently 39 hours) to calculate number of staff required.
- B. Where fractions arise, the figure will be rounded up to a fulltime WTE.

#### **10.0 RELIEF ARRANGEMENTS**

- 10.1 Unrostered (30% Relief) staff will be employed to a HSE Administrative Area and assigned to an NAS Area.
- 10.2 Operations Resource Managers will be responsible for determining the appropriate and dynamic deployment of unrostered staff within that Area to meet the needs of the NAS and ensure that any and every form of absence is covered by unrostered staff in the first instance in all circumstances.
- 10.3 In exceptional circumstances, a neighbouring NAS Area may experience staff shortages. In this situation, "capacity escalation", i.e. the re-assignment of unrostered staff from one Area to another may be necessary.

#### **11.0 LEAVE APPLICATION TIMEFRAMES**

- 11.1 Block leave requests should be made well in advance to allow approval, forward planning and regularisation of hours for unrostered staff, in so far as possible. In the interests of fairness to all staff, leave can only be booked in advance for the next period in the current year as follows:
  - A. Summer - 1<sup>st</sup> January to 28<sup>th</sup> February
  - B. Autumn - 1<sup>st</sup> July to 31<sup>st</sup> August
  - C. Spring - 1<sup>st</sup> October to 30<sup>th</sup> November
- 11.2 Single days should normally be booked two weeks in advance or at a minimum of 48 hours. (The parties are cognisant that routine application of the minimum timeframe (48 hours) may adversely affect the regularisation of hours for unrostered staff and inhibit/limit the approval of leave process by those staff with designated authority to approve and grant leave requests. In this context, use of the minimum timeframe is expected to be the exception rather than the norm.
- 11.3 In the above context, every effort is made to provide up to one week's notice of rosters to the majority of unrostered staff. In real terms, this aspiration is totally dependant on the advanced booking of planned annual leave by other staff. A minority of unrostered staff will not receive such notice, due to the requirement to cover short notice leave requests or other

unforeseen occurrences. Where this occurs, it will be done so in compliance with the relevant provisions of the Organisation of Working Time Act, 1997 (see Sections 4.2 and 4.3 above) so as to protect the best interests of unrostered staff.

11.4 The Line Manager or Line Supervisor responsible for the approval of annual leave will have the discretion to allocate annual leave periods where the above personnel do not apply for annual leave in accordance with these timeframes.

## **12.0 SPECIAL LEAVE (PERSONAL CRISIS AND EMERGENCIES)**

12.1 Exceptional circumstances may arise where a staff member needs leave at very short notice or frequent leave on an ongoing basis. The HSE has Special Leave policies which cover for example:

- A. Carer's Leave
- B. Force Majeure
- C. Paternity Leave
- D. Bereavement Leave

12.2 Where a member of staff finds themselves in an emergency, they may, in the first instance, be able to take advantage of special leave rather than need to use their annual leave. Every effort will be made to assist staff in these exceptional circumstances. Where service provision to patients may be compromised, staff and managers will be required to work collectively to ensure that the staff member enduring a personal crisis or emergency is facilitated. This may involve the cancellation of a routine annual leave request. Refer to the relevant Special Leave policy.

## **13.0 CARRY OVER OF LEAVE**

13.1 The NAS expects that within the annual leave year staff should be provided with the opportunity to take all of their annual leave. In **exceptional** circumstances, up to one week of basic contracted hours may be carried over to the following year, with the agreement of the Manager following written application outlining the reason. Individual exceptions may occur following agreement between the staff member and relevant manager.

- 13.2 Approval to carry over annual leave hours will be granted on the basis that the hours carried over are availed of within 6 months of the commencement of the new leave year. Individual exceptions may occur following agreement between the staff member and relevant manager (Supervisor or Manager).
- 13.3 This leave must be taken in addition to the leave that must be booked under structured leave arrangements.
- 13.4 Where staff have been prevented from taking their leave due to service demands then, again, the amount carried forward will be expressed in contracted hours and this should not normally exceed one week.
- 13.5 The Manager should explore the reasons why annual leave entitlement has not been taken and agree measures (on an individual basis) to avoid the need for carry over of annual leave in the following year.

#### **14.0 EXTENDED PERIOD OF ANNUAL LEAVE**

- 14.1 There are occasions when a member of staff may wish to or need to take extended periods of annual leave in excess of their entitlement, e.g. avail of leave to be accrued in the next year.
- 14.2 This must be discussed with the Manager. Such requests should not be unreasonably refused by the Manager. However, the Manager should seek to ensure that the individual has regular planned annual leave/time out throughout the rest of the annual leave year and that it does not negatively impact on service provision or requests by other staff.

#### **15.0 UNPAID LEAVE**

- 15.1 There may be circumstances when it is appropriate for a Manager to allow an individual to take unpaid leave.
- 15.2 For example:
- A. To enable the member of staff to take an extended period of annual leave
  - B. If a member of staff has just started with the NAS, and has a pre-booked holiday for which they would not have enough annual leave entitlement.

**NOTE:** Any individual agreement reached between a staff member and a manager will depend on the individual and their circumstances and will not be considered as precedence by the Union(s).

**16.0 IMPLEMENTATION OF THE AGREEMENT**

- 16.1 All parties to this agreement share collective responsibility to ensure this agreement is implemented fully throughout the NAS.
- 16.2 The parties agree that there is no scope for local variance from the provisions of this agreement
- 16.3 The parties agree not to support any individual challenge to this agreement in any forum

**17.0 EFFECTIVE DATE OF AGREEMENT**

- 17.1 Version 1.0 of the National Framework Agreement – Structured Leave/Effective Utilisation of Relief, dated 3<sup>rd</sup> June 2011 is agreed and signed off on behalf the HSE (National Ambulance Service) and IARC representing those Trade Unions who hold negotiation rights for operational grades within the National Ambulance Service

**18.0 REVIEW DATE OF THE AGREEMENT**

- 18.1 The operation of this agreement may be reviewed at any time at the request of either party to the agreement.
- 18.2 The agreement will be reviewed after three years from the date of signing the agreement.

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Robert Morton  
Assistant National Director

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XXXXXXXXXX  
National Organiser, SIPTU

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Date:

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Date:

The details of this National Framework Agreement have been reviewed by the HSE Corporate Employee Relations Service to ensure conformity with the provisions of the Public Service Agreement 2010 – 2014 and current HSE HR Circulars

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Corporate Employee Relations

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Date:

This document will be incorporated into a broader suite of policies for easy access and dissemination to all staff and managers.