



HOSPEEM – EPSU joint clarification of the Framework agreement on prevention from sharp injuries in the hospital and healthcare sector

On Clause 1: Purpose

1. The reference to the Directive 2000/54/EC is present in the General Considerations of the agreement. The Framework agreement does not consider only blood infections, but it aims to prevent sharp injuries and all the risks connected with this type of accidents.
2. Where the agreement refers to vaccinations, it is about vaccination for blood-borne infectious diseases for example HIV, hepatitis B and C. Influenza vaccination and other such vaccinations are not covered by the agreement.

On Clause 2: Scope

1. The agreement aims to reach the safest possible working environment. Independent workers as well as workers in households (for example nurses visiting patients) are included if they carry out their function within the workplaces covered by the agreement and under the managerial authority of the healthcare employer.
2. The agreement aims to achieve the safest possible working environment; it covers all the individuals who have a working relationship with the healthcare employers and are exposed to the risk of medical sharp injuries. Besides nurses and doctors, there are also other workers, such as cleaners and porters who may be employed by a third party, who need to be covered because they can have direct contact with medical sharps while they are working.
3. The agreement applies to the self-employed if they are under the managerial authority and supervision of healthcare employer/organisation. For example in the U.K. there are nurses who work in nurse banks who work on self-employed basis. What this means is that these nurses are not employed by any health employer, but they sign on to a nurse bank operated normally by their local hospital and they can be called upon to cover short term absences. So in our view these types of people should be covered because they will be working in a healthcare setting under the supervision on a healthcare employer. Nurses in private schools are covered if they are under the managerial authority and supervision of a healthcare employer. Nurses employed independently by private schools are not covered.

4. According to Clause 1 the aim is to prevent workers' injuries caused by all medical sharps. Clause 3(4) define sharps as objects and instruments necessary for the exercise of specific healthcare activities, which are able to cut, prick, cause injury and or infection.
5. Trainees and apprentices are considered as "workers" within the meaning of the agreement, while students undergoing clinical training as part of their education are not. However, they are covered by the prevention and protection measures outlined in the agreement including vaccination free of charge.
6. Nurses in schools or in the armed forces are covered if they are employed by a healthcare employer or delivering a service under the managerial authority and supervision of that healthcare employer.
7. Students and interims are covered if they undertake a traineeship in the hospital environment regardless of the type of contractual relation between the hospital and the University or between the hospital and the student. Students who work outside the hospital environment are not covered e.g. while they are at the university. Those who are self-employed who work within the hospital environment and whose activities are undertaken and delivered under the managing authority and supervision of a healthcare employer are also covered.
8. All staff who are under the managerial authority and supervision of the employer including self- employed nurses are covered by this agreement. The example of the nurses' banks reported before can clarify the concept. These nurses do not have an employment contract with the hospital, but they are covered by the agreement because they work in a healthcare setting under the supervision of the employer.
9. The purpose of this agreement is to achieve the safest possible working environment by preventing sharps injuries. This means that all those working in the hospital environment will be covered. This includes workers, students, self-employed and those employed by a subcontractor working in the hospital and healthcare directly related services and activities within the framework of working contractual relations established with the employer as well as a worker working in the health sector and who is under managerial supervision of the employer.
10. Clause 6(4) refers only to students that undertake some kind of traineeship in the hospital, while they are working at the hospital. They are not covered when they are at the university.
11. Medical students normally work within a hospital environment and it would not make any sense not to cover these students as they could present a danger to themselves, other staff and patients. Medical students will not be covered, when they are outside the hospital environment, which means that they will not be covered when they are at university. It is the Authority in charge that will cover the costs of vaccination and revaccination of the students.

On Clause 3: Definitions

In order to avoid accidents, it is imperative to carry out a risk assessment in compliance with articles 3 and 6 of Directive 2000/54/EC, and Articles 6 and 9 of the Directive /89/391/EC. The

preventive measures are set out in clauses 5 to 10. Specific preventive measures are laid down on the basis of the risk assessment results.

On Clause 4: Principles

1. Clause 4 sets out the principles underpinning the agreement. These principles can be met by properly carrying out the requirements set out in clauses 5 to 10.
2. The principle to promote a “no blame” culture indicates that reporting procedures should focus on the whole system and not individual mistakes.

On Clause 6: Elimination, prevention and protection

1. The practice of recapping refers to needles without safety and protection mechanisms. Modern devices with safety mechanisms are not banned unless they pose a risk of injury.
2. The agreement stipulates a number of measures that have to be taken if the risk assessment reveals a risk of injury including the unnecessary use of sharps, banning of the practice of recapping and providing medical devices incorporating safety-engineered protection mechanisms. One-handed recapping is not acceptable if it poses a risk of injury.
3. Clause 6(1) bullet point 3 bans the practice of recapping.
4. The re-use of needlesticks with a proper safety mechanism and if properly sterilized, are not banned by this agreement.
5. Only recapping and sterilization that pose a risk of injury are banned.
6. This clause involves both injuries from sharp objects and infections.
7. “Contaminated waste” refers to handling materials that have been in contact with body fluids, for example: used bandages, used test tubes, soiled clothing/gowns, used gloves, used swabs and contaminated blood.
8. Clause 6(1), first bullet point should be read as follows: Specifying and implementing safe procedures for **using and disposing of sharp medical instruments** and **disposing of contaminated waste**.
9. Sterilized needles should be included in the ban with two hands because the recapping with two hands can cause sharps injuries.

Clause 7: Information and Awareness Raising

1. Support programmes are policies and procedures to support injured workers including those infected with HIV and B-hepatitis. These policies and procedures are explained in clause 10.
2. The awareness-raising measures highlighted in clause 7 apply to all employers and staff who deliver services under the managerial authority and supervision of a healthcare employer. The

size of the organisation is not a criterion that can be used to exclude the implementation of these measures, as they are measures intended to protect staff and patients. When small businesses negotiate a contract with a hospital or healthcare employer, the contract can take into account how this aspect of health and safety can be delivered. For example, where the small business, working in a healthcare environment under the managerial authority and supervision of the healthcare employer, feels unable to carry out its health and safety obligations for its staff due to its size, there is no reason why it cannot negotiate an agreement with the healthcare employer to carry out, on its behalf, the obligations relating to information and awareness raising. This can be reflected in the contract.

On Clause 9: Reporting

1. Referring to reporting procedures, we are not asking the Member States to set up any new structures. We are referring to the procedures that already exist and are in place in every state. Our intention is to have the existing reporting systems properly used. Hospital and healthcare in every hospital in the EU should have an accident book where they are required to keep a record of accidents. Updated information on the number and the type of incidents connected to sharps devices should be transferred to all the levels local, national and European.

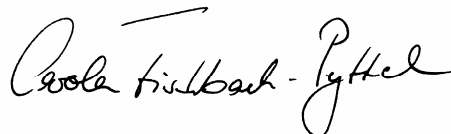
On Representation of the Social Partners, in particular HOSPEEM

The European Commission gave a full explanation of this item and stated that the Commission was fully satisfied as to HOSPEEM's representativeness. The Eurofound study sponsored by the European Commission found that HOSPEEM is fully representative of the hospital healthcare sector. Since that study, HOSPEEM has acquired additional members from Lithuania, France and Finland. Norway is also a member.

Brussels, 04 February 2010



Godfrey PERERA
Secretary General of HOSPEEM



Carola FISCHBACH-PYTTEL
Secretary General of EPSU