

NATIONAL JOINT COUNCIL: HSE STAFF PANEL OF TRADE UNIONS



INMO, SIPTU, FÓRSA, IMO, MLSA, CONNECT, UNITE WORKING AS ONE

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11^h April 2020

Dear John,

Further to teleconference between the HSE and the unions today, Easter Saturday 11th April 2020, to address the emergency situation, linked to COVID -19 that has developed in Residential Care/Home support sector the following is agreed between the parties;

- An appropriate triggering mechanism activates such a request bearing in mind either the regulatory function of HIQA, the Public Health Protection function of the AMO or a NPHEH declaration.
- That this is an absolute last resort having exhausted all other options and ensured that the private provider has exhausted every available avenue to source staff. This must be demonstrative in writing and strictly policed by the public service.
- Deployment does not create unacceptable risk or service impairment in the public sector service and staff cannot be left short staffed in public facilities.
- That if staff are deployed, they report to HSE management and this is clearly described, outlined and recorded
- That staff are not deployed alone on any shift, deployment should be multidisciplinary and involve a minimum of 2 staff. No HSE/S38 health care worker should be deployed on their own in any circumstances, for the purposes of safety and security in the ability to maintain standards to the minimum.
- It must be confirmed in writing that staff will be indemnified by the state clinical indemnity scheme for their work in the area.
- That staff are only deployed if it is within their scope or practice to undertake the roles that should be expected of them.
- Staff must have full detail and disclosure regarding the facility they are been asked to attend, to include number of deaths, number of COVID positive patients, number of suspected COVID patients and patient profile.
- This is voluntary deployment and volunteers should be sought.
- An NJC staff panel/HSE/S38 will jointly monitor the situation at its twice weekly teleconference and will arise as a standing item. Staff panel cooperation will be dependent on strict adherence to this agreement and if matters raised are not speedily resolved we reserve our right to withdraw as our members are operating in excess of contractual obligations and this must be recognised.

- All staff will be provided with appropriate PPE and supply as required based on HCW's clinical judgement.
- All HSE/S38 terms and conditions continue to apply e.g. COVID-19 leave, etc
- Volunteers should be maintained on a register in each area for each category of staff identified within the policy. Only this register should be used for the redeployment of staff. Additional volunteers can be sought to supplement the register as deemed necessary.
- Volunteers should be given the option to be assigned to a facility and reserve the right to refuse same. A refusal to a specific redeployment by a volunteer to the register will not constitute a ground for the use of the Disciplinary Procedure.
- Volunteers should be given a minimum of 3 days-notice before being assigned to a facility to ensure they can make necessary arrangements at home and in their current workplace.
- Volunteers should be assigned hours of work in line with their existing contract of employment, unless they agree to increase same. Existing overtime rates will be paid for any additional hours worked as per existing national guidelines.
- Volunteers will be informed of the intended duration of the redeployment to ensure they can make the necessary arrangements at home and at work.
- Volunteers must be paid a minimum of their average earnings (6 weeks prior to 20th March 2020) unless the redeployed shift pattern attracts higher levels of remuneration.
- Volunteers will be paid any additional travel to the redeployed base from their current workplace.
- Volunteers will receive subsistence, at the appropriate rate, for each day of redeployment.
- Volunteers returning to their normal workplace, post redeployment, will not be required to work excess hours to their existing contract of employment level unless they agree to do so. Existing rates of overtime will be paid if appropriate as per existing guidelines.
- At all times during a redeployment, all existing conditions of employment pertaining to the Volunteer will be honoured and respected.

Furthermore the HSE will confirm the list of local CHO point of contact individuals, if difficulties arise. Each individual Crisis will be triggered by Public Health to the local Area Crisis Management Team who will liaise with local response teams. Also the HSE will provide the HSE checklist of requirements that must be exhausted by the private provider prior to the HSE seeking volunteers from the public sector

If any difficulties arise the parties can reconvene at short notice. The Unions commit to bringing this agreement to the attention of their members in order to assist the service respond to this emergency.

Thank you for your attention to the foregoing and we would appreciate confirmation that the foregoing is agreed by return.

Yours sincerely

Tony Fitzpatrick



Chairperson, National Staff Panel of Health Sector Trade Unions