

Agreement between HSE and NJC/Parallel NJC Group of Unions regarding provision of Public Employed staff support to Private Residential Home Care Sector in context of COVID-19

April 11th 2020

This agreement should be implemented in the context of the guidance document dated 8th April-Titled: - HSE –‘*Covid Residential Care/ Home Support Covid Response Teams (CRTs) Operational Guidance.*’ (Pg 11 Step 4. regarding the Redeployment of staff) – **Appendix A**

- 1 (a) The parties agree that an appropriate triggering mechanism activates such a request, taking cognisance of the regulatory function of HIQA, the Public Health Protection function of the AMO or a NPHET declaration.
- 1 (b) The requirement for staff to be deployed to any nursing home will be based on a number of triggers as follows;
 - The call up by Public Health that a Home has an outbreak as defined in guidance (most recent issue 10th April 2020) on HSPC website. Following this the Covid Response Team (CRT) for the location will then provide an assessment to the Area Crisis Management Team (ACMT) as to the circumstances of the Home, by way of residents’ illnesses, staffing issues etc.
2. It is agreed that the requirement for HSE staff to deploy should only arise as a last resort, following the exhaustion of all other available avenues to source staff. This will require to be demonstrated by the service provider prior to any consideration of redeploying HSE personnel.
3. The HSE agree that its own services are staffed appropriately before it will deploy staff and that deployment of staff to such centres will not cause an unacceptable risk, or service impairment in its own publicly provided services.
4. Any staff so deployed, will continue to report to HSE management. This provision will be clearly outlined and recorded.
5. It is agreed that in as far as possible, staff are not deployed on their own and that any deployment should be multidisciplinary in nature and involve a minimum of 2 staff.
6. Staff redeployed will continue to carry out their role as HSE employees and are consequently fully indemnified in their role.
7. Staff will only be deployed within their scope of practice.
8. Staff deployed will be given a full status situation regarding the facility they are being asked to attend, including number of deaths, number of COVID-19 positive patients, number of suspected COVID cases and patient profile.
9. All staff will be provided with appropriate PPE and supply as required, based on HCW’s judgement.
10. The HSE confirms that all public service terms and conditions of employment continue to apply, including COVID-19 leave etc, during such redeployments.

- 11(a) It is agreed that deployments will be voluntary and the process set out below should be followed;
- b) 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.
 - c) 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.
 - d) Volunteers should, save for exceptional circumstances, 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.
 - e) 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.
 - f) Volunteers will be informed of the intended duration of the redeployment to ensure they can make the necessary arrangements at home and at work.
 - g) 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.
 - h) Volunteers will be paid any additional travel to the redeployed base from their current workplace.
 - i) Volunteers will receive subsistence, at the appropriate rate, for each day of redeployment.
 - j) 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.
 - k) At all times during a redeployment, all existing conditions of employment pertaining to the Volunteer will be honoured and respected

12. The HSE have agreed that a local CHO point of contact should be in place in each CHO area. A list of these contacts is attached in **Appendix B**.

13. The operation of this agreement will be monitored via the mechanism of the twice weekly teleconference between HSE and the staff panel. In the event of particular difficulties arising, it is agreed that earlier contacts may need to be activated.

It is recognised that staff panel cooperation is dependent on strict adherence to the provisions of this agreement and that the staff side reserve the right to withdraw from same in light of the fact that staff are operating in excess of contractual obligations.

14. Finally, the Union side commit to advising their respective memberships of the provisions of this agreement, in order to assist and support the service response to this emergency.