

**NATIONAL JOINT COUNCIL: HSE STAFF PANEL OF TRADE
UNIONS**



**INMO, SIPTU, Fórsa, IMO, MLSA, CONNECT,
UNITE WORKING AS ONE**

The Staff Panel of Trade Unions have recently concluded negotiations with management and an agreement has been drafted which outlines how management will be compensating staff for commitments undertaken during the period of Storm Emma/Storm Ophelia.

We now await the formal circular which will give effect to contents of this agreement, the details of which are outlined below:

**Principles governing arrangements for Leave and Recognition arising from
effects of Storm Emma**

- 1. Arrangements for those who could not attend work on Wednesday 28th of February, Thursday 1st and Friday 2nd (up to 9am Saturday 3rd) of March 2018:** One day paid Emergency Leave will be granted for each of these dates (three days in total). If a staff member was prevented from attending work outside of these dates (Saturday 3rd or Sunday 4th March) annual leave must be taken, Unless the scheduled attendance at work was cancelled by local management. If a scheduled attendance at work was cancelled by local management, no leave is owing from the employee.
- 2. Arrangements for those who attended work on Wednesday 28th of February, Thursday 1st and Friday 2nd (up to 9am Saturday 3rd) of March 2018:** One day TOIL will be granted for each day worked on these dates (three days in total).
- 3. Arrangements for those who were requested to present to the work place prior to the beginning of to their shift (see Table A below) from Thursday 1st of March to Sunday 4th of March:** To acknowledge the efforts of this category of staff the following arrangements shall apply:

Table A

Early arrival	Acknowledgement
0-1 Hour before rostered start	€0

Greater than 1 hour but less than 4 hours before rostered start	€38.20
Greater than 4 hours before rostered start	€76.40

4. **Arrangements for those who either stayed on site or in accommodation paid for by their employer (see Table B below for details) from 20:00 on Wednesday 28th of February to 08.00 Sunday 4th of March 2018:** To acknowledge the efforts of staff who remained onsite or in accommodation provided by the employer and provided cover and who kept vital services going during the above defined period the following arrangements shall apply:

Table B

For each incident the employee will receive an acknowledgement of €76.40 an incident is a period per calendar day.
Example 1: An employee was rostered to start at 08:00 and to finish at 20:00 on Thursday 1st of March. This employee was asked by management to stay on and to work the 08:00 to 20:00 shift on Friday 2nd of March and was given accommodation in a local B&B. This employee would receive an acknowledgement of €76.40 in addition to costs for their accommodation including evening meal.
Example 2: An employee was rostered to start at 20.30 Thursday 1st of March and to finish at 08:30 on Friday 2nd of March. This employee was requested asked by management to stay on and to work the Night shift on Friday 2nd and Saturday 3rd of March and was given accommodation in the unit. This employee would receive an acknowledgement of €76.40 x 2 = €152.80

5. **Arrangements for those who worked above their rostered hours:** Employees who were requested by management to work beyond their normal rostered hours will have all such hours paid at the appropriate overtime rates for the grade.
6. **Arrangements for reimbursement of vouched accommodation expenses:** Employees who were requested by management to book into accommodation will have the accommodation costs, (B&B basis) including the cost of one evening meal, reimbursed. Claims for compensation should be produced and addressed locally.
7. **Arrangements for resolving any disputes arising from implementation of these arrangements:** A joint management/staff representative dispute resolution process will be established to address any grievances that arise from the implementation of these arrangements.

8. **Staff Whose work is rotational in nature** and have an entitlement to the provisions set out above and are unable to avail of that entitlement in the current location may carry the entitlement to their next employment location.
9. Where more favourable local arrangements have already been put in place they will continue to apply.
10. A joint management/staff representative group will be established to oversee the implementation of this agreement. Any queries should be advanced to Mr John Delamere CERS Adelaide Road.
11. **Arrangements for future adverse weather situations:** It is agreed by the Parties that these arrangements do not set any precedent for any potential future adverse weather situations and cannot be quoted, by either side, in pursuit of any claim for past or future adverse weather situations. A joint management/staff representative working group will be established to develop and agree a protocol for dealing with any potential future adverse weather situations. This protocol will be finalised no later than 30th of June 2018.

In regard to storm Ophelia on the 16th October 2017, those who were unable to attend work, or had to leave their place of work for health and safety reasons, were paid for the hours which they were scheduled to work, without having to take annual leave or other form of leave, in respect of the hours which they were unable to work. It is acknowledged that a significant number of staff were required and did attend for work, to ensure that critical services were delivered to the public. Local arrangements should therefore, be agreed to recognise their required attendance on the day, and appropriate time or leave be credited to staff for time worked on 16th October 2017.