Covid-19 Scenario Guidelines

These guidelines are to layout out our expectations around how we will deal with various Covid-19 related scenarios

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# **Someone within our business has contracted Covid-19**

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| Scenario: | Someone within our business has contracted and tested positive for Covid-19. |
| Actions: | 1. The Affected Person will need to self-isolate immediately, according to the requirements and timeframes set out by the Ministry of Health or other authorised Health Official. 2. The Employer will ensure that the Employee has accessed support. 3. The Employer will work with Health Officials to help identify close contacts within the workplace. 4. The Employer will close off any area where the Affected Person had been and arrange for the necessary cleaning to be performed. (refer to <https://www.health.govt.nz/our-work/diseases-and-conditions/covid-19-novel-coronavirus/covid-19-information-specific-audiences/covid-19-general-cleaning-and-disinfection-advice#hygiene>). Any affected areas will not be used until such time as the cleaning has been performed. 5. The Employer will maximise access to any subsidy or support scheme made available by the government. Any such subsidy will have to be incorporated into the pay implications of this policy. |
| The Employee is still fit to work while recovering from Covid-19: | 1. If the Affected Person is still fit and willing to work, while isolating and recovering from Covid-19, and it is practical for them to work from home, the Employer will provide the Employee with suitable equipment to do so. This will be done via contactless delivery. The Employee will be paid as normal for their time. 2. If the Affected Person is still fit and willing to work while isolating and recovering from Covid-19 but working from home is not possible, the Employee will take Sick Leave. Where Sick Leave is exhausted, the Employer may allow the Employee to take Annual Leave if it is requested. 3. Where a subsidy is available, the Employer will apply for this and use it in place of sick leave. In this case the employee will be paid the lower of the subsidy and their normal pay. This can then be topped up with Sick Leave, as requested. |
| The Employee is not fit to work while recovering from Covid-19: | 1. If the Affected Person is not fit to work while recovering from Covid-19, the Employee will be required to take Sick Leave. 2. Where the Employee has no Sick Leave or they have used it all up during this period of absence, they will take Unpaid Sick Leave, unless some other payment is agreed. 3. The Employer can consider allowing the Employee to take Annual Leave during this period, once Sick Leave has been exhausted, where requested. |
| Impact on the Team: | 1. All Employees who have been identified as a close contact of the Affected Person will be required to follow the instructions of the Ministry of Health or other Health Officer. 2. Employees required to isolate will be managed and paid in accordance with the ‘Close Contact’ section of this document. 3. Where there is a high rate of absenteeism due to Employees having to isolate, the Employer reserves the right to close the business, or part of the business, until such time as enough staff are able to return. This will be subject to consultation with staff and requires attempting to relocate staff, where possible, first. 4. If the Employer makes the decision to close temporarily, Employees who are not deemed as a close contact, and would otherwise be able to come to work, the terms of the Force Majeure (or similar) clause of the Employees Employment Agreement will apply. |

# **Someone within our business is considered a close contact to a positive case of Covid-19**

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| Scenario: | Someone within our business is considered to be a close contact to a positive case of Covid-19 and is required to isolate, according to the Ministry of Health or other Health Official guidelines. |
| Actions: | 1. The Affected Person will need to self-isolate immediately, according to the requirements and timeframes set out by the Ministry of Health or other authorised Health Official. 2. The Employee will get a Covid-19 test as directed by Health Officials. 3. The Employee will keep the Employer informed of their situation and remain in contact as much as is reasonable. 4. The Employer will maximise access to any subsidy or support scheme made available by the government. Any such subsidy will have to be incorporated into the pay implications of this policy. |
| The Employee is able to work from home: | 1. Where it is practical for the Employee to work from home, the Employer will provide the Employee with suitable equipment to do so. This will be done via contactless delivery. 2. The Employee will be paid as normal for their time. |
| The Employee is not able to work from home: | 1. If the Employee is not able to work from home and is required to isolate, the Employee will take Sick Leave. Where Sick Leave is exhausted, the Employer may allow the Employee to take Annual Leave if it is requested. 2. Where a subsidy is available, the Employer will apply for this and use it in place of sick leave. In this case the employee will be paid the lower of the subsidy and their normal pay. This can then be topped up with Sick Leave, as requested |
| Impact on the Team: | 1. Where there is a high rate of absenteeism due to Employees having to isolate, the Employer reserves the right to close the business, or part of the business, until such time as enough staff are able to return. This will be subject to consultation with staff and attempting to relocate staff, where possible, first. 2. If the Employer makes the decision to close temporarily, Employees who are not deemed as a close contact, and would otherwise be able to come to work, the terms of the Force Majeure (or similar) clause of the Employees Employment Agreement will apply. |

# **Our business is affected by Places of Interest regarding a positive case of Covid-19**

## **Our Business is a Place of Interest**

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| Scenario: | Our Business has been Identified as a Place of Interest. |
| Actions: | 1. The Employer will work with Health Officials to determine any Employees deemed a close contact of the infected person and/or any necessary cleaning procedures that may need to be undertaken. 2. Any close contacts will need to follow the guidelines set out in the ‘Close Contacts’ part of this document. 3. The Employer will maximise access to any subsidy or support scheme made available by the government. Any such subsidy will have to be incorporated into the pay implications of this policy. |
| What happens while the business is closed?: | 1. The Employer will attempt to temporarily redeploy the Employee or arrange for them to work from home during this time. 2. Any Employee, who would have otherwise been able to come into work (eg – has not tested positive for Covid-19 and is not considered a close contact), will be paid at their normal rate or will be subject to the terms of the Force Majeure (or similar) clause of the Employees Employment Agreement. 3. The Employer will ensure that they communicate regularly with Employees to keep them informed of what is happening and when the business is likely to be open again. |
| What happens when the business is open again?: | 1. All employees are required to be at work as normal, unless they have been required to isolate by Health Officials due to being a close contact or being infected by Covid-19. 2. Any Employee who chooses not to come into work will be required to take Sick Leave or Unpaid Leave during this time, unless the Employer agrees to pay any other current leave entitlements |
| Impact on the Team: | 1. Where there is a high rate of absenteeism due to Employees having to isolate, the Employer reserves the right to close the business, or part of the business, until such time as enough staff are able to return. This will be subject to consultation with staff and attempting to relocate staff, where possible, first. 2. If the Employer makes the decision to close temporarily, Employees who are not deemed as a close contact, and would otherwise be able to come to work, the terms of the Force Majeure (or similar) clause of the Employees Employment Agreement will apply. |

## **An Employee has been to a Place of Interest within the relevant timeframes**

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| Scenario: | An Employee has been to a Place of Interest within the relevant timeframes. |
| Actions: | 1. The Employee will inform the Employer immediately of the situation. 2. The Employee will follow the instructions of Health Officials as to whether or not it is necessary for them to isolate and be tested. 3. The Employer will maximise access to any subsidy or support scheme made available by the government. Any such subsidy will have to be incorporated into the pay implications of this policy. |
| The Employee is required to self-isolate and be tested: | 1. The Affected Person will need to self-isolate immediately, according to the requirements and timeframes set out by the Ministry of Health or other authorised Health Official. 2. The Employee will get a Covid-19 test as directed by Health Officials. 3. The Employee will keep the Employer informed of their situation and remain in contact as much as is reasonable. 4. Where it is practical for the Employee to work from home, the Employer will provide the Employee with suitable equipment to do so. This will be done via contactless delivery. The Employee will be paid as normal for their time. 5. If the Employee is not able to work from home the Employee will take Sick Leave. Where Sick Leave is exhausted, the Employer may allow the Employee to take Annual Leave if it is requested. 6. Where a subsidy is available, the Employer will apply for this and use it in place of sick leave. In this case the employee will be paid the lower of the subsidy and their normal pay. This can then be topped up with Sick Leave, as requested |
| The Employee is not required to self-isolate or be tested: | 1. The Employee will return to work as normal while continuing to monitor their health. 2. Where the Employee becomes symptomatic, they will inform the Employer and self-isolate and get tested as soon as possible, in accordance with the ‘Testing’ part of this document. 3. If the Employee is concerned and feels they need to isolate, despite not being required to, they will have a conversation with their Employer. Any time off taken under this scenario will be unpaid, unless otherwise agreed. 4. If the Employer deems it necessary for the Employee to stay home, despite not being required to, the Employer will pay the Employee their normal rate. |

# **An Employee is Symptomatic and/or Awaiting Covid-19 Test Results**

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| Scenario: | An Employee has become symptomatic and is undergoing a Covid-19 Test. They are required to self-isolate until such time as they receive a negative result. |
| Actions: | 1. The symptomatic Employee will notify the Employer and leave work to be tested for Covid-19. 2. If the Employee has the means to work from home, they will ensure they have all the equipment they need to perform their job while awaiting test results in isolation. 3. The Employee will ensure, as far as possible, that they get a Covid-19 test on the first day that they present with symptoms/first notify the Employer. 4. The Employee will keep the Employer informed as the situation progresses. 5. The Employer will maximise access to any subsidy or support scheme made available by the government. Any such subsidy will have to be incorporated into the pay implications of this policy. |
| The Employee is awaiting test results: | 1. The Employee will remain in isolation, as per requirements from Health Officials while awaiting Covid-19 test results. 2. Where it is practical, the Employee will work from home. 3. The Employee will be paid as normal for any time worked from home. 4. If the Employee is not able to work from home the Employee will take Sick Leave. Where Sick Leave is exhausted, the Employer may allow the Employee to take Annual Leave if it is requested. 5. Where a subsidy is available, the Employer will apply for this and use it in place of sick leave. In this case the employee will be paid the lower of the subsidy and their normal pay. This can then be topped up with Sick Leave, as requested |
| The Employee has returned a negative test result: | 1. If the Employee has returned a negative test result but is still sick, the Employee must take Sick Leave until such time as they are clear of any symptoms. Where the Employee has exhausted their Sick Leave entitlements, they will be required to take Unpaid Sick Leave, unless other payments have been agreed. 2. If the Employee is not sick or symptomatic, they are required to return to work as normal. 3. Any Employee who chooses not to come into work, other than genuine sickness, will be required to take unpaid leave during this time, unless the Employer agrees to pay any current leave entitlements |
| The Employee has returned a positive test result: | 1. The Employee will follow the guidelines in the ‘Tested Positive’ section of this document. |
| Impact on the Team: | 1. Where there is a high rate of absenteeism due to Employees having to isolate, the Employer reserves the right to close the business, or part of the business, until such time as enough staff are able to return. This will be subject to consultation with staff and attempting to relocate staff, where possible, first. 2. If the Employer makes the decision to close temporarily, Employees who are not deemed as a close contact, and would otherwise be able to come to work, the terms of the Force Majeure (or similar) clause of the Employees Employment Agreement will apply. |

# **General Public Health Guidance**

Employees agree to comply with the following General Public Health Guidelines:

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| Social Distancing | 1. Employees will ensure that, as far as possible, they will maintain social distancing 2. Employees will encourage all customers and visitors to maintain social distancing |
| PPE | 1. Hand sanitiser will be readily available for all Employees, customers and other visitors 2. Employees will ensure that they maintain strict personal hygiene standards (eg - frequent hand washing) 3. Face Masks must be worn by all Employees, customers and other visitors in accordance with relevant legislation and policies |
| QR Codes and Vaccine Passes | 1. Employees agree to keep track of where they have been, using QR codes where available, in order to keep a clear contact trail. Use the ‘manual entry’ option on the Covid Tracer App when you can. This is very helpful in minimising the risk of your health and the health of others in the workplace 2. Employees will ensure that customers and visitors to our business are signing in using either the QR Code or the manual sign in sheets 3. Employees will request to see Vaccine Passes from customers and visitors, where necessary, and will deny entry for those who are unable to produce them 4. In the instance that customers or visitors are unable to enter the business due to not being able to show Vaccine Pass, the Employee agrees to assist the customer or visitor as best as possible, while still complying with these guideline and other relevant policies |
| Cleaning | 1. Employees will take extra care when cleaning, ensuring that frequently touched areas are cleaned regularly (eg – door handles, telephones, tools, counter tops etc) 2. Spray and cloths and other cleaning products will be readily available 3. Bathroom facilities will be cleaned frequently 4. If there are any other cleaning products that Employees feel would be beneficial to keeping the workplace safe, they agree to discuss this with the Employer 5. Employees who use shared vehicles will ensure that the interior is cleaned after each use (eg – steering wheel, hand brake, door handles and other frequently touched surface) |

# **Available Subsidies**

**as at 26th January 2022**

The below subsidies are available for eligible businesses to assist with covering cost in some Covid-19 related scenarios.

The Employer will endeavour to seek any financial support available in order to minimise the need to alter the terms of Employment Contracts.

The use of these subsidies will be done so under consultation with Employees.

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| COVID-19 Leave Support Scheme | **What is it used for?**   * This is available to Employers to help pay their Employees who have been advised to self-isolate because of Covid-19 and can’t work at home during that period. * This includes those who have been identified as on of the affected groups that cannot work from home.   **Eligibility Criteria**   * To be eligible for a one-week payment of this subsidy, Employees will have been advised, by an authorised Health Official, to self-isolate for at least four consecutive calendar days * To be eligible for a second week of payment, the Employee must have been required to remain isolated, totalling at least 11 consecutive calendar days * Further weekly payments can be applied for each subsequent seven day isolation period   **Payments**   * Where eligible, the Employer will use the subsidy to pay Employee’s during this period of absence * If the Employee’s ordinary pay is more than the subsidy payment, the Employer will endeavour to top up the payment to at least 80% of the Employees ordinary pay. This will be done under consultation * Where this is not financially possible, the Employer will consult with Employees and aim to acquire written agreement to pay only the subsidy amount. Where an agreement cannot be reached and the Employer cannot financially afford to top up payments to at least 80%, the Employer may find that they are no longer eligible to apply for the subsidy for this reason * If the Employee’s ordinary pay is less than the subsidy payment, the Employer will pay no more than their ordinary pay. Any surplus payment will be used to assist the payment of other affected staff |
| COVID-19 Short-Term Absence Payment | **What is it used for?**   * This is available for businesses to help pay their employees who cannot work from home while waiting for Covid-19 test results * This includes those who need to miss work while waiting for Covid-19 test results and who cannot work from home   **Eligibility Criteria**   * This subsidy can only be applied for one, for each eligible employee, within any 30 day period (unless a health official has directed the Employee to get another test   **Payment**   * Where the Employee has an entitlement to be paid (eg – has sick leave available) the Employer will use the subsidy to pay the Employee their entitlement * If the Employees ordinary pay is more than the subsidy payment, the Employer will endeavour to top up the payment as required * Where the Employee wouldn’t have been entitled to be paid sick leave for being unable to work (eg – has exhausted their sick leave allocation and/or would have taken unpaid leave) the Employer will endeavour to top up the subsidy payment to a total of their ordinary pay * Where that is not possible, the Employer will pay at least the full amount of the subsidy |