Temporary Assignments/Redeployment COVID-19 Omicron for DHB Employees

20 DHBs & Unions - Agreed Principles & Process February 2022

**To be reviewed on a monthly basis**

**Background**

The healthcare system is under pressure due to a national shortage of healthcare workers and is now facing a potential crisis due to the likelihood of significant absenteeism and very high demand for care during an escalation of the outbreak of the Omicron variant of COVID-19 in communities across Aotearoa. Employers and unions are investigating ways to facilitate temporary movement of staff to areas of need where extreme pressure is being experienced by critical services.

**This document pertains to regional and inter-district/national assignment of staff across DHBs and in community settings**

* The process outlined below applies to medium term situations (from weeks to months). This does not apply to day-to-day operational redeployment within DHBs.
* The COVID-19 pandemic has highlighted the requirement for fast and effective redeployment of staff during crisis and has forced changes to processes and models of care. Staff from within the healthcare system will now be required to be deployed more broadly across hospitals and community settings such as ARC, NGOs etc regionally or nationally to support crisis response, potentially at short notice.

**Principles**The primacy of collective agreement provisions is recognised and all provisions of applicable Employment Agreements must be fulfilled in the temporary redeployment process. This includes relevant provisions such as the need to consider health and safety in setting rosters.

The following principles will apply:

* The scope of the employee/healthcare worker will be recognised. No employee will be asked to work out of scope or in a manner that makes them feel unsafe or puts themselves or the public at risk.
* The parties are committed to undertaking appropriate actions to ensure staff wellbeing, health and safety are maintained and protected.
* Home DHBs/employers will assess the risk of releasing the employee and put in place reasonable mitigations to ensure minimal impact on those colleagues remaining. This will be agreed in partnership with the remaining affected staff and the employer.
* Deployment will be voluntary. Employees have the right to decline any temporary redeployment offered and if they decline there will be no negative impacts or penalty.
* It is expected that those employees undertaking a temporary redeployment, will be fully immunised against COVID-19. This means having received the required course of vaccinations against COVID-19 to protect themselves, their co-workers, those receiving care, their family/whānau and household members as per current Ministry of Health advice and the Health Vaccination Order.
* Employees will be treated fairly and reasonably and will not be disadvantaged, financially or otherwise, because of any temporary redeployment.
* Unions and employers will maintain early and regular engagement with each other, affected staff and employees during the temporary redeployment.
* Employees will be advised of the location they will be attending as soon as practicable, including ongoing when this location will change as required to respond to the assignment.
* As far as practicable, Employees will be given required training in support of them undertaking all duties associated with their temporary redeployment. Comprehensive orientation to systems and processes at the host DHB/employer will be provided, including consideration to a team based approach so that those less familiar to the unit/ward are buddied with others to provide care.
* Employees will be supported by their host DHB/employer to raise health and safety matters with the goal of resolving matters promptly and/or if necessary, by escalation to the relevant manager, health and safety rep (HSR) and/or union delegate.
* HSRs and union delegates are recognised as the voice of the workers they represent and will accordingly be heard and their input responded to as appropriate.
* Employees who have been redeployed to a host DHB will have COVID-19 health checks completed prior to returning to their home DHB/employer. Any stand down prior to commencing regular duties at their home DHB undertaken as per [current government health advice](https://www.health.govt.nz/our-work/diseases-and-conditions/covid-19-novel-coronavirus/covid-19-information-health-professionals/guidance-critical-health-services-during-omicron-outbreak), will be paid for as special leave.
* There will be a minimum of two days stand-down period allocated on return from redeployment commencing from when the employee arrives in their home location. When this is likely to happen will be agreed by the employee and their home DHB prior to their return.

**Summary of the process**

1. Travel and logistics for temporary redeployments will be managed centrally by the TAS Rapid Response Team (RRT) – this includes flights or rental cars, accommodation, and travel to the airport etc.
2. The RRT will maintain a register of those employees re-assigned through this process only. Other deployments will be recorded by the Home DHB.
3. Unions will be involved as early as practicable where an organisation identifies the need to re-assign staff.
4. Unions will receive weekly updates regarding number of people on current redeployments. If the employee consents to the information being shared, with best endeavours unions will be provided a list of specific members and details of their redeployment.
5. Where there are insufficient volunteers, DHBs will engage the union to provide support with further discussions, and advocacy for staff, with the aim of resolving and addressing concerns raised by staff.
6. Employees who agree to a temporary redeployment will be provided with a health and safety induction, orientation and training at the location they are temporarily re-assigned to. This will include the use of any appropriate PPE, including being Fit tested for N95 masks as required prior to and during the redeployment and provision of training in relevant policies and procedures, as well as day-to-day expectations.
7. The temporary redeployment will be confirmed in writing outlining the duration of the redeployment and other key information, and that at the completion of the assignment the employee will return to their substantive role. A copy of this letter will be provided to the employee and retained on the employee’s HR File.
8. The terms and conditions of their employment will remain unchanged. Employees will retain their current base pay, or be paid respective pay for the hours worked whichever is the greater, as well as terms and conditions whilst on temporary redeployment. Their substantive role where they are usually employed will be protected pending their return from redeployment.
9. The home DHB/employer will be responsible for the payment of pay and any reimbursements while on redeployment. Costs will be coded to the COVID-19 response.
10. Accommodation and transport to and from the work location will be provided for all redeployments, and employees will receive a $75 daily allowance for the period of their redeployment including any travel and standdown time. Any other expenses (e.g. additional child or pet care) will be as per prior agreement with the Home DHB only. This will be reviewed on a monthly basis.
11. We acknowledge that all people’s circumstances are different. Where someone who volunteers to go on redeployment will incur additional costs in managing their home circumstances, these may be reimbursed where these are deemed reasonable. An agreement around what is needed, and what will be covered, should be reached ahead of the redeployment for this clause to apply.
12. It is likely that the usual notice periods for changes to shift patterns will not be practical. Any changes to the hours of work and/or shift pattern of the new role will be by mutual agreement with the employee and be in accordance with the relevant MECA or employment agreement.
13. During a temporary redeployment, the home line manager will be encouraged to maintain a connection with the employee. Advice will be provided to employees on avenues to raise pastoral care concerns including to the redeployment manager, their line manager, their union delegate, HSRs, EAP etc.
14. If the situation in the Home DHB escalates to the point where service levels are critical, the Home DHB will work with the employee, union and the Host DHB to return the employee to their original position, subject to any stand-down and any other requirements.
15. Where problems arise or an employee feels unsafe to work, they will raise this with their redeployment manager, line manager, HSR &/or union delegate as soon as possible for parties to resolve issues. This could include (but is not limited to) a change in home circumstances, emotional impact such as feelings of isolation, infection control, PPE, concerns about practicing outside current skill sets or experience.
16. Wellbeing is the responsibility of the host DHB/employer via the line manager. The RRT will take responsibility for initial contact to ensure the employee has arrived at their accommodation.
17. Upon completion of the temporary redeployment the employee will return to their substantive role following the minimum two-day standdown and any other applicable actions related to public health advice.
18. Employees should speak with their union representatives or manager prior to the temporary redeployment if they have any questions.