



AMA

CORONAVIRUS COVID-19

MEDICAL STUDENT PUBLIC
HOSPITAL ENGAGEMENT
CONTRACT OFFER
CHECK LIST

Current 2 April 2020

Coronavirus (COVID-19) Medical student public hospital engagement contract offer check list

If infected by COVID-19 you must not attend the workplace. The Commonwealth Department of Health has issued 14-day isolation advice for persons potentially exposed to COVID-19. Government decisions about social isolation measures continue to evolve. Each State/Territory will make different decisions about the operation of its public hospitals.

About this advice

This advice should be read on the understanding that your medical school experience and clinical placement requirements DO NOT change if you accept an employment offer. This advice aims to avoid medical students contracting and/or transmitting COVID-19 when employed by a public hospital.

A public hospital employment contract is totally separate (entirely different) from usual medical education requirements. If you accept a job offer, you are NOT being employed as a medical student. You ARE being employed by a public hospital to do a job; NOT by a medical school. Because of these three things, your medical training requirements are totally outside of your employment contract and should be dealt with separately.

Each state/territory manages their own public hospital systems. In some jurisdictions there is a central Department of Health decision maker; in others, health services will individually decide what is best for them. Also, each jurisdiction has very different entitlements that may apply in law. This is the reason why the following does not expressly recommend a rate of pay or job title name. (For AMA Western Australia, the employer preferred may not be either of those mentioned).

What should a job offer look like?

You must be offered a written document that you are asked to sign that clearly explains rights and obligations (**AMA / AMSA Check List see page. 3 below**). Be aware, public hospitals will tend to offer a generic style of contract with a lot of technical information but with little content designed specifically for medical students and these circumstances.

Even though you are a medical student, if you are employed to a public hospital that status is not relevant. If a general citizen was equipped in the same way you are, that person could be equally employed to the job offered to you (obviously unlikely but remember, you are not a doctor yet). All that matters is the competency, skill and knowledge you bring to the workplace and the job you are asked to do.

The preferred model is to be offered casual employment with a rate of pay and relevant terms and conditions (**AMA / AMSA Check List see page. 3 below**) drawn from the AMA / ASMOF registered enterprise agreement / award that applies to Interns. Casual employment means a medical student can accept or reject offers to work as time goes on but, because there is a signed contract, are otherwise 'ready to go' / 'credentialed' and have a known set of rights and obligations.

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How should a medical student be offered a job?

The AMA and AMSA prefer that final year medical students be the primary recipients of the opportunity to work. The reasons for that preference are: i) the majority of medical students should be left to continue in their studies; and ii) that final years will be the most easily integrated, be most efficient and be the most safe in performing the job offered.

In many cases medical students will have a relationship with a public hospital already. A preferred model is for job offers to be made within those already public hospital established relationships rather than being asked to work in an unfamiliar setting.

There must not be any coercion. If a representative of a medical school or hospital comes to you personally, this is inappropriate because it would be difficult for you to say no. You have the right to decide whether you wish to contribute your service. There is no compulsion. Medical students are entitled to make up their own mind.

To avoid any perception of coercion, a preferred model is for a general call for expressions of interest to be made to relevant medical students. This call must advise that there is no obligation to respond and that privacy law would ensure there could be no negative implication for those that choose not to respond. This creates a 'bank' from which job offers are made to selected medical students by public hospitals.

The scope of the job offer

A preferred model is to use a medical student only in a way that frees up doctors to manage the expected surge in demand (public hospital presentations and admissions). A medical student must not be employed in any role that has foreseeable potential for COVID-19 exposure (unless genuine 'last resort' circumstances arise and the medical student agrees). The preferred indicative scope of medical student jobs would include:

- only appointed to assist within surgery, speciality units such as cardiology and gastroenterology or medical administration; and/or
- clerical assistant tasks like managing electronic records, taking notes, checking records and managing information flows.

A best practice model is not for a public hospital to 'sign up' a medical student, wait for the surge, and then throw the medical student 'into the deep end'. A preferred model is for the medical student to be pre-prepared by being paid to perform the job well before truly needed. This is a cost to a public hospital but ensures greater efficiency and safety for everyone when the system is under great pressure (as is anticipated).

The contract offer (what you should be able to read in writing)

The public hospital making a contract offer to a medical student will have legal, governance and policy standards to meet. While it is appropriate that the contract refers to these things, the medical student should be aware, before signature, there is only an 'offer on the table'.

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We acknowledge that the public hospital will believe their offer is ‘take it or leave it’ but because it likely offers only generic conditions, not nuanced for medical student needs, the **AMA / AMSA Check List** (below) can be used to guide amendments to the offer. We also acknowledge that it might be ‘tricky’ for a medical student to initiate this kind of discussion but the more that ask ‘the question’ means it is more likely public hospitals listen and make positive changes that protect medical student interests.

The AMA / AMSA Check List

The preferred model is for the public hospital standard (generic) contract to be amended by adding a binding Schedule (a back page) that includes all of the elements of the following **AMA / AMSA Check List**. Where * is indicated below, the preferred model is for the contract to expressly refer to (import) an existing clause in a registered agreement / award that applies to Interns (in some jurisdiction there may not be a pre-existing entitlement).

- i) Described as a “casual employee” *
- ii) Acknowledgement that the primary responsibility is to medical studies with obligation to the public hospital being secondary.
- iii) Rate of Pay per hour equivalent to Intern preferred (also superannuation).*
- iv) Job Title and Job Description (non-clinical).
- v) Guarantee of direct supervision.
- vi) Guarantee that as far as is reasonably practicable, no expectation, direction or requirement to work where potential COVID-19 transfer could foreseeably arise.

- vii) Access to all policy and procedure documents relevant to the job or referred to in the contract (these must be carefully read and understood as they form part of the contract).
- viii) Guaranteed period of time (paid) for orientation and on the job work up (prior to genuine need to assist management of the expected patient surge).
- ix) Guarantees about indemnity and whistleblowing (it is likely these already exist in law because you are a public hospital employee but being able to read there is a contract guarantee is good practice).
- x) Published roster describing a set pattern of work.*
- xi) Guarantees about fatigue / workload / maximum consecutive hours / breaks guarantees.*
- xii) Guarantees (if necessary, see vi) above) to be provided with Protective Personal Equipment (PPE) consistent with existing professional guidelines.
- xiii) Dispute Resolution (expressly to resolve any issue arising in the course of employment not just the express terms of the contract).*
- xiv) Child care cost reimbursement (when at work).*
- xv) Welfare supports (easily, confidentially accessible and guaranteed paid time access).
- xvi) COVID-19 quarantine period paid leave (* at time of finalising this advice, a Full Bench of the Fair Work Commission was proposing federal award amendment to include this as a new entitlement).