

# Agreement for the employment of and provision of services by healthcare students to DHBs during the Omicron Surge

21 February 2022

The Parties to this agreement are:

- All 20 DHBs; and
- NZNO; and
- PSA; and
- MERAS; and
- APEX; and
- NZRDA; and
- SToNZ.

This agreement shall be in force and have effect solely during phases 2 and 3 of the COVID 19 Protection Framework.

## Definitions:

**Student** includes all students who have not completed all requirements for professional qualification and – only if applicable – those who are registered with the relevant [Responsible Authority](#) as a health practitioner under the [Health Practitioners Competence Assurance Act 2003](#). Student includes assessment candidates.

**Union** includes all union signatories to this agreement.

**DHB** means a District health Board as constituted under the Health and Disability Act.

## General Principles

- Primacy shall be given to the continuation of the student's normal placement and learning outcomes/assessments. However, if the capacity of the DHB or an area of a DHB becomes such that supervision to achieve the learning outcomes or assessments is not possible, and critical workforce shortages require augmentation of the workforce, students may be asked to work.
- Wherever possible the student shall work in areas related to their training programme and under the supervision of appropriate registered health practitioners. The more senior the student, the more important this provision is to enable as much as possible relevant clinical experience and learning to continue to be gained.
- Students are under no compulsion to accept such a role and will not suffer any negative impacts should they decline such an offer.

- Unless exceptional circumstances apply, students shall only be employed on a fixed term basis during phase two and three of the Protection Framework.
- The role students undertake must be well defined/circumscribed. Students may still only undertake restricted activities as allowed for under the Health Practitioners Competence Assurance Act 2003. When performing clinical or patient related roles, students must remain under the direct supervision of a registered health practitioner and must comply with the Code of Health and Disability Services Consumers' Rights (the Code).
- Consideration must be given to student wellbeing, and they must receive an appropriate induction programme.
- Employed students will be regarded as critical workers in all respects including in respect to stand down requirements under the Protection Framework.
- This document should be read in conjunction with the Ministry of Health policy statement "Students completing training placements or face-to-face training assessments under the COVID-19 Protection Framework"<sup>1</sup>.

### Terms and conditions of employment

- Employment under this MoU should be fixed term in nature.
- Students who have not completed all requirements for the relevant professional qualification will not be employed/engaged in a role that comes within coverage of the HCPAA.
- If a student is employed to work in a role that is not under coverage of a collective agreement, the terms and conditions of employment will be on an Individual Employment Agreement with core terms and conditions (as outlined below) consistent with the dominant MECA that covers the student's area of study.
- **Core terms of employment:** hours of work, rostering and leave provisions.
- Students employed on an Individual Employment Agreement in a clinical environment shall be paid as per the following scale:

Step	Salary
Step 5	\$53,803
Step 4	\$52,405
Step 3	\$51,579
Step 2	\$48,710

<sup>1</sup> <https://tas.health.nz/employment-and-capability-building/employment-relations/dhb-covid-19-workforce-faqs-and-resources/>



Step 1 \$46,182

As examples:

Where the employed student is studying Physiotherapy – they would be offered a IEA with core terms and conditions consistent with the dominant Allied or Physiotherapy CA and paid as per the above scale.

Where the individual is a trainee intern, they would be offered a IEA with core terms and conditions of the dominant Resident Doctors MECA and paid as per the above scale.

If working in an area of work unrelated to the student’s training programme, or non-clinical or patient facing area of work, all terms and conditions of employment including remuneration shall be as per the applicable collective agreement in operation in that area of work.

Rosemary Clements, Lead CE - Workforce

On behalf of the DHBs

On behalf of the Unions

NZNO

PSA

APEX

MERAS

NZRDA

SToNZ