

## **SCHEDULE 5 PARTNERSHIP AGREEMENT**

### **Objectives and Principles of the Partnership**

The parties recognise the value of working more cooperatively and constructively to contribute appropriately to the over-arching goal of maintaining and advancing a Medical Radiation Technologists workforce that takes shared responsibility for providing high quality healthcare on a sustainable basis. The objectives of the partnership are:

- To ensure the parties' dealings with each other are in accord with the principles of good faith and are characterised by constructive engagement based on honesty, openness, respect and trust;
- Assist in the delivery of a modern, sustainable and high quality Medical Radiation Technologists workforce
- To support and work within the overarching approach and priorities set by the existing collective Future Workforce activity (which includes DHB, Unions and other stakeholders);
- That efforts are made to improve the party's relationship, decision making and inter party cooperation;

To co-ordinate the trialling, and where appropriate, introduction of innovative initiatives which will improve healthcare delivery;

To ensure the MECA is applied in an effective and consistent way to those covered in all 20 DHB parties.

### **Principles of the Partnership**

The DHBs and APEX acknowledge that they must work cooperatively to achieve their overarching goal of maintaining and advancing a medical workforce which provides high quality healthcare on a sustainable basis to the New Zealand population.

The parties agree that they will:

- To the extent they are capable, provide appropriate health care to the communities they serve in an efficient and effective manner.
- To the extent they are capable, ensure the availability and retention of an appropriate trained and educated workforce both now, and in the future.
- Promote the provision of a safe, healthy and supportive work environment.
- Recognise the environmental and fiscal pressures which impinge upon the parties and work practices and accept the need to constantly review and improve on productivity, cost effectiveness and the sustainable delivery of high quality health services.
- Be good employers and employees.
- To the extent they are capable, ensure MRT workforce planning and rostering meets patient and healthcare service requirements, whilst providing sufficient training opportunities and a reasonable work/life balance.
- Recognise the interdependence of various elements of the health workforce, their collegiality and the need for a team approach to the delivery of health care.
- Accept accountability for actions.
- Accept that the need to deploy resources appropriately may lead to a review of traditional job functions and the reallocation or substitution of tasks.
- Work towards enhanced job satisfaction for MRTs.

### **Oversight and Operationalisation of the Partnership**

The partnership, and the undertaking of activities required by it, shall be overseen by a committee of 12 members, known as the MRT Action Committee (MRTAC). The parties will decide their respective membership with 6 members representing APEX and its membership and 6 representing the DHBs on a regional basis drawn from the regional radiology network

groups. DHBs with APEX representatives on MRTAC shall assist delegates with workload management to enable release from duties for attending to or undertaking MRTAC work. Any issues that arise can be referred to MRTAC for further assistance.

MRTAC will be chaired by the operational manager who holds the national workforce portfolio related to employees covered by this MECA.

MRTAC will action the attached work programme, which may be amended from time to time as agreed.

The committee will meet through voice and or video conferencing as required and hold face to face meetings at periods to be agreed but no less frequently than bi-annually. DHBs are required to support the functioning of the MRTAC through ensuring parties are able to be released from other duties for this purpose.

It is recognised that both parties to the partnership have an interest in promoting the work of the MRTAC and will in the first instance seek to agree on the content and form of any communications relating to the work programme and work of the MRTAC.

As a new initiative it is recognised that it is important to formally review progress. The parties agree to formally do so at the mid-point of the MECA document.

The MRTAC may develop proposals / projects for the improvement of workforce practices and planning involving Medical Radiation Technologists staff or receive such initiatives from others. Where appropriate, MRTAC may arrange trials to validate the benefits that may arise from adoption of the proposal and in the event of a trial which the committee deems successful consider general adoption of the proposal and facilitate such adoption (whilst accepting that may require variation of the MECA). It is noted that some trials may not be possible without a variation to the MECA. Such a variation:

- Must be recorded in writing;
- May only operate for a finite period which does not exceed six months unless otherwise extended by the agreement of the Committee along with affected employees and DHBs; and
- On completion of a trial, all terms and conditions shall revert to those applying prior to the trial and any rosters that have been implemented shall be replaced by those that existed prior to the trial.

Secretarial services shall be provided by the employers.

## **Process**

### **1 Decision making**

- 1.1 Every endeavour shall be made to achieve consensus in decision making except that failing consensus, decisions shall be made by majority vote.
- 1.2 In the event of a tied vote a proposal will not proceed.
- 1.3 Discussion on any proposal shall be broad and informal and constrained as to time by the guidance of the Chair (or proxy) rather than through procedural motions.
- 1.4 Where decisions under consideration have the potential to exceed the authorised mandate of representatives, they will ensure that they have specific mandate for the issue under consideration prior to a vote being held.

### **2 Observers and Experts**

- 2.1 Observers may only be present with the agreement of the Parties.
- 2.2 Either party may invite experts by notifying the Parties.

### **3 Minutes & Reporting**

- 3.1 Minutes shall be prepared but are in note form and not a verbatim record of proceedings.
- 3.2 Minutes shall have no status until confirmed by the committee, and may be amended before confirmation.
- 3.3 Where minutes cannot be confirmed and agreed the minutes shall record the differing views of participants.
- 3.4 Confirmed minutes shall be made available to interested parties unless the Committee agrees otherwise. Individual names shall not be recorded without the express agreement of the individual concerned.
- 3.5 Reporting to stakeholders will be active and transparent covering all key activity of the Committee.

### **4 Agendas**

- 4.1 Executive Members shall advise the Chair of items to be included on the agenda not less than two working days before the meeting.
- 4.3 Items raised but not on the agenda shall be dealt with according to a majority decision of the Committee; however, form is not to get in the way of addressing and seeking resolution of outstanding issues.

### **5 Quorum**

- 5.1 The Committee can exercise no authority, power, or discretion, and no business can be transacted unless a quorum of members is present. A quorum requires at least 100% of the permanently appointed members (or their proxy) to be present.
- 5.2 Members of the Committee may authorise a proxy if they are unable to attend a meeting. Notice must be given to the Chair as soon as practicably possible. The proxy will have the speaking and voting rights of the Member they are deputising for – in addition to their own if already a member of the Committee.

### **6 Resolution of differences**

- 6.1 The parties accept that differences are a natural occurrence and that a constructive approach to seeking solutions will be taken at all times. The object of this clause is to encourage the committee to work cooperatively to resolve any differences and share in the responsibility for quality outcomes.
- 6.2 Any matter that cannot be resolved will be referred by the committee to a mutually agreed third party who will help facilitate an agreement between the parties. Failing identification of a mutually acceptable third party, the matter shall be referred to the Mediation Service of the Department of Labour (or its successors) to appoint someone.
- 6.3 In the event that the parties cannot reach an agreed solution and unless the parties agree otherwise, after no less than two facilitation meetings, the third party will, after considering relevant evidence and submissions, provide a written but non-binding recommendation to the parties.
- 6.4 Nothing in this agreement shall have the effect of restricting either party's right to access statutory resolution processes and forums such the Employment Relations Authority or the Employment Court or seek other lawful remedies.

## **MRT ACTION COMMITTEE - WORKPLAN**

### **PROJECT 1: PARTNERSHIP IN OPERATION**

#### **Practical Partnership: Expected outcomes**

- Development and delivery of training in “constructive working arrangements”
- Defining the behaviors and roles of Leaders/Delegates in improving the workplace
- Clear mutual outcomes of how partnership behaviors will be displayed both at the national and DHB level
- Oversight of, support for and assistance to local engagement processes

**Timeframe: Immediate and ongoing**

### **PROJECT 2: SHARED BEST PRACTICE**

#### **Shared best practice:**

- Identification and profiling of best practice success stories across the sector

**Timeframe: Immediate and ongoing**

### **PROJECT 3: 40 hour week / 80 Hour Fortnight**

The parties have agreed to undertake a revised project regarding moving MRTs to 40 / 80 hours.

New Project as per agreed work plan: noted connection to project 8

### **PROJECT 4: Increasing consistency across the document.**

- Review of 2009 schedule reconciliation work.
- Review opportunities for improved consistency within the schedules in MECA.
- Overseeing cost analysis by DHB of the various schedule provisions and what “consistency” might look like.
- As rostering changes occur, do an analysis of % movement within provisions within top 5 changes for “statistical application to subsequent considerations. View current changing parameters rather than historical analysis if weave consistency work plan into current changes rather than historical...

### **PROJECT 5: Best Rostering Practice**

MRTAC to build on the work already completed on safe rostering practices incorporating and progressing the initiatives in the heads of agreement MRTAC to form a central resource for utilization by radiology departments to assist implementation of our shared goals.

**PROJECT 6:** Follow up on the health and safety issues included in this heads of agreement: MRTAC to share mechanisms and investigate opportunities for assisting DHBs in this, plus follow up on local implementation of MECA provisions.

### **PROJECT 7: Continuing Professional Development for General MRTs**

The parties have agreed to undertake a revised project regarding CPD for general MRTs.

**PROJECT 8:** Oversight of the future demand work stream.

MRTAC shall sponsor a project that:

- Acts as a resource to assist DHBs to achieve this work stream;
- Share knowledge, skills and information on successes (and failures to avoid repetition) in achieving the above

**PROJECT 9:** Review of nuisance calls.

**Other projects as agreed by the committee**

