

Cancer Care Physician Agreement

This Cancer Care Physician Agreement (“the Agreement”) made effective the 1st day of July 2012

Between

Alberta Medical Association (C.M.A. Alberta Division)
 (“AMA”)

Representing

Cancer Care Physicians

and

Alberta Health Services
 (“AHS”)

RECITALS

- A. AHS, the AMA, and Cancer Care Physicians have negotiated this successor Agreement to the Agreement between the former Alberta Cancer Board (ACB), later AHS and the AMA, which expired March 31, 2011 and was extended to June 30, 2012.
- B. AHS has agreed for the term of this Agreement, that all physician groups previously included under the former ACB Agreement will be included in this Agreement. In the future, these groups may change.
- C. The parties understand that discussions are underway with the Alberta Government regarding the development of a proposed Provincial Academic Alternate Relationship Plan (PAARP) that Cancer Care Physicians may request to join or be asked to join. The parties agree to jointly consider the merits of Cancer Care Physicians participating in such an arrangement.

NOW THEREFORE in consideration of the mutual covenants herein contained and other good and valuable consideration the parties agree as follows:

1. Recognition

Cancer Care Physicians provide their services to AHS either as independent contractors or as employees.

a) Independent Contractors

AHS recognizes the AMA as representing Cancer Care Physicians, including those physicians in: Radiation Oncology, Medical Oncology, Pediatric Oncology, Oncologic Imaging, Laboratory Medicine, as well as Clinical Associates supporting Oncology Services with respect to all matters contained herein.

b) AHS Employees

Notwithstanding that the AMA does not represent Cancer Care Physicians who are employees of AHS, with respect to the matters set out herein, in order to promote fairness and equity among all Cancer Care Physicians, the following sections of this Agreement will apply to AHS Cancer Care Physician Employees in: Radiation Oncology, Medical Oncology, Pediatric Oncology, Oncologic Imaging, Laboratory Medicine, as well as Clinical Associates supporting Oncology Services:

- Section 3 (2) - Joint Workforce Planning Committee;
- Section 5.1 (b) and Section 5.2 - Service Delivery Requirements;
- Section 6 - Remuneration;
- Section 7 (1) - Status Change Request;
- Section 7 (3) - Employees;
- Letter of Understanding #1;
- Letter of Understanding #2.

2. Term and Termination

The term of this agreement shall be from July 1, 2012, to March 31, 2014, (“the Term”) unless the parties mutually agree otherwise.

3. Waitlists, and Workforce Planning

3.1 AHS is responsible for ensuring Albertans needs for cancer care are met, including:

- a) management of waitlists; and
- b) ensuring there are adequate resources to meet system needs.

3.2 The parties agree to establish a Joint Workforce Planning Committee to address Cancer Care Physician workforce planning to inform provincial and zone health workforce planning priorities, as described in Appendix “A”.

4. Workload Management

4.1 The management of workload is the responsibility of AHS, which includes the Department Directors. AHS agrees to work with the physicians to create a transparent process to address systemic workload issues. The parties will develop agreed upon triggers, such as workload volume increases that will require AHS’s Cancer Care Leaders to meet with a physician or physicians upon request to address workload concerns if those have not been satisfactorily addressed with the appropriate Department Director. If physician concerns cannot be resolved by the Cancer Care Leaders, the Cancer Care Leaders will bring those concerns to the Chief Medical Officer (CMO) for consideration. AHS will provide the Cancer Care Physicians with a timely organizational response to their concerns.

4.2 The parties also agree that:

- a) The Joint Workforce Planning Committee will re-examine workload standards for oncologists necessitated by, but not limited to, the increased number of possible sequential treatments available, increased survival of patients, increased support from other health disciplines and increased care provided by palliative care services, and increased complexity of cancer care treatment planning; and
- b) AHS acknowledges that an adequate review process will require additional resources, whether analytic, monetary and/or planning and will ensure that such resources are available to support this activity.

5. Service Delivery Requirements

- 5.1
 - a) Cancer Care Physicians who are independent contractors will work two hundred ten (210) days per year; and
 - b) Cancer Care Physicians who are AHS employees are governed by the policies and mandatory employment terms and conditions as specified in Section 7.3.
- 5.2 Outside work by Cancer Care Physicians will be permitted as long as there is no conflict with respect to the physician's employment obligations or the physician's contractual obligations with AHS.

6. Remuneration

- 6.1 The remuneration grid for each of the respective Cancer Care Physician groups represented under this agreement as described in Appendix "B".
- 6.2 The parties agree that AHS will apply to Cancer Care Physician remuneration any changes that relate to monetary compensation in the physician services budget (excluding any decreases) announced by the Minister of Alberta Health or agreed to by the Minister of Alberta Health and the AMA.
- 6.3 Any change to remuneration rates identified in this agreement will be adjusted on April 1st of the relevant fiscal year.
- 6.4 Placement on the Grid: Cancer Care Physicians employed by or under contract with AHS, on or after April 1, 2011, shall be placed on the remuneration grid at a level agreed to by the physician and the relevant Department Head/Section Chief.
- 6.5 Movement on the Grid: All Cancer Care Physicians, in full time practice, subject to the completion of a satisfactory professional evaluation, shall automatically move upward in the grid on April 1, of each year provided that services were provided for six (6) months during the preceding year.
- 6.6 Level 4 Physician Payment

Medical Oncologists, Pediatric Oncologists, Radiation Oncologists and Laboratory Medicine Physicians, who on April 1, 2012, are at Level 4 of their remuneration grid

will have an adjustment made to their base remuneration as of July 1, 2012, bringing their remuneration to \$426,591 per year as set out in Appendix "B".

- 6.7 a) In the event that an unexpected physician vacancy occurs for longer than two (2) weeks, whether due to illness, by mutual agreement or some other reason, then AHS will fund alternate mechanisms of patient consultation, either through recruitment of a temporary alternate physician, or providing additional compensation to currently retained physicians to support additional work required beyond the service delivery requirements articulated in Section 5.1 a) or b), and as outlined in the Independent Contractor's Individual Services Agreement (ISA), as described in Section 7.2 a), or the Employee's Letter of Offer and/ or job description.
- b) The relevant medical director will determine when such additional work is required having regard to the workload study undertaken by the Joint Workforce Planning Committee. He or she will arrange for the performance of that additional work by mutual agreement with a physician or physicians.
- c) Additional compensation for additional work performed in accordance with Section 6.7 a) and b) will be calculated and distributed on a monthly basis where possible and no later than bi-monthly following submission of appropriate invoices or submission of additional hours worked to payroll.
- 6.8 On-Call remuneration will continue to be determined and paid where applicable in accordance with the terms and conditions of the applicable provincial on-call program.
- 6.9 No Cancer Care Physician providing services in accordance with these terms and conditions shall bill for providing cancer care services to any AHS patient who is a non-resident of Canada.

7. Cancer Care Physicians - Status Issues

7.1 Status Change Request

- a) Each Cancer Care Physician will have until the first (1st) day of the second (2nd) month following ratification of the Cancer Care Physician Agreement, to notify AHS of his or her intention to change his or her status to that of employee or independent contractor.
- b) The date by which a Cancer Care Physician will be required to implement the decision to change his or her relationship from that of an employee of AHS to an independent contractor under an ISA-based contract, will be the last day of the of the second month, following the date of notification, as described in Section 7.1 a).
- c) Thereafter, a Cancer Care Physician wishing to change his or her status to that of employee or independent contractor shall make such request to his or her Department Head/Section Chief.

- d) Cancer Care Physicians who are independent contractors may only request AHS to change their status to employee status upon expiry of their Individual Services Agreement as described in Section 7.2 a).

7.2 Independent Contractors

- a) Cancer Care Physicians who are independent contractors shall enter into an Individual Services Agreement (ISA) with AHS containing the applicable terms and conditions negotiated in this agreement. Each Cancer Care Physician will mutually agree on a services description with AHS that will be documented in the Cancer Care Physician's ISA.
- b) Independent Contractors are not eligible for AHS benefit programs or other AHS employee entitlements.
- c) Termination without Cause
 - 1) During the term of this Agreement, Cancer Care Physicians' ISAs will contain the following provisions addressing Termination without Cause in the event that AHS elects to terminate an ISA with a Cancer Care Physician:
 - a twelve (12) month notice period pursuant to Article 7.1 b) of the ISA; or
 - twelve (12) months pay in lieu of notice, pursuant to Article 7.1 c) of the ISA.
 - 2) If a Cancer Care Physician signs an ISA during the term of this Agreement, and if AHS elects to terminate the Cancer Care Physician's ISA, pursuant to Article 7 b) of the ISA, the Cancer Care Physician may request that AHS terminate him or her pursuant to Article 7.1 c) of the ISA, and AHS shall comply with such request.
 - 3) The notice period and requirements in effect at the time Cancer Care Physician signs his or her ISA shall remain in effect for the term of the Cancer Care Physician's ISA.
 - 4) AHS shall ensure that AHS' Cancer Care leadership is consulted and involved in any decision regarding the termination of an individual physician or group of Cancer Care Physicians.

7.3 Employees

Employees of AHS are governed by the policies and mandatory employment terms and conditions that are in effect from time to time. These are provided for information in this Agreement, but are not part of these negotiations. AHS Cancer Care Physician Employees will:

- a) participate in the AHS Flexible Benefit Plan;

- b) are governed by the AHS Terms and Conditions applicable to Cancer Care Physician Employees; and
- c) participate in the Local Authorities Pension Plan (LAPP) and pension entitlements set by AHS.

8. Future Negotiations

- a) Notice to re-open negotiations may be served by any party after October 1, 2013, shall be in writing and delivered to the representatives of the other party in accordance with the provisions hereof, and shall contain a statement of the matters or issues which the party giving the Notice wishes to re-negotiate.
- b) Upon receipt of a notice to re-open served pursuant to Section 8 a) the receiving party shall within thirty (30) days advise whether there are any other matters or issues to be included in the negotiations and, if so, include a statement of the matters or issues.

9. Continuance

Should a new agreement not be reached prior to the expiry of this agreement, then the terms and conditions contained herein shall continue to the earlier of:

- a) the parties reach a new agreement; or
- b) matters sent to arbitration have been decided on; and
- c) six (6) months following the expiry of the current term or such other time as the parties both agree to.

10. Dispute Resolution Mechanisms

- 10.1 The parties agree that they shall attempt to resolve all disputes arising under this agreement during the Term through negotiation between the individuals involved who have the authority to implement the resolution of any such difference. The resolution of any difference between the parties shall be consistent with, and shall operate so as to support, the goals and intent of this agreement.
- 10.2 If any difference between the parties cannot be resolved by negotiation as set out in Section 10.1, if all parties agree the matter may be referred to a mutually-agreed upon mediator for resolution.

In the event that the parties, acting in good faith, are unable to reach consensus through mutual agreement with respect to the remuneration grid after March 31, 2014; then such matter (hereinafter in this Section the “issue”) shall be submitted to binding arbitration in accordance with the provisions of this Section. This agreement will remain in effect during the binding arbitration process.

- 10.3 Within seven (7) business days of the call for binding arbitration the parties agree to meet to determine the identity of the person to act as the sole arbitrator for the arbitration.

- 10.4 All submissions to arbitration shall be in writing and contain a description of the issue and shall be forwarded to the other parties.
- 10.5 Within fourteen (14) business days of receipt of a submission to arbitration the responding parties shall prepare and deliver a written response.
- 10.6 In the event that the parties, acting in good faith, fail to reach consensus on the identity of the sole arbitrator, any party may request the Chief Justice, or Associate Chief Justice, of the Court of Queen's Bench of Alberta to appoint the sole arbitrator.
- 10.7 The arbitrator shall conduct the arbitration and hear and determine the issue in private.
- 10.8 The arbitrator shall render a decision in writing within thirty (30) days of the end of the hearing. The decision of the arbitrator shall be final and binding on the parties and shall be implemented in the manner provided for in the arbitration decision; provided that the arbitrator shall be entitled to reserve jurisdiction to hear and resolve any disputes arising as a result of the award.
- 10.9 Each party shall pay one half of the fees and expenses of the arbitrator.
- 10.10 The parties agree to follow the provisions of the *Alberta Arbitration Act*.

11. Assignment/Assumption

- a) The rights and obligations of either party to this agreement may not be assigned assumed without the written consent of the other party.
- b) Notwithstanding the express wording of paragraph 11(a), the rights and obligations of the AHS Board pursuant to this Agreement may be assigned to, or assumed by, a successor in title, without the consent of the AMA or any Participating Physician, Partnership or Professional Corporation.

12. Ratification

This agreement shall not be binding upon the AMA or AHS until such time as:

- a) it has been ratified by the Physicians affected by this agreement in accordance with the Constitution and Bylaws of the AMA; and
- b) it has been approved by AHS Senior Executive.

13. Notices

Any Notice required to be given by a party pursuant to this Agreement may be delivered or faxed to the other Party at the following addresses:

To AMA: Alberta Medical Association
12230 - 106 Avenue NW
Edmonton, AB T5N 3Z1

Fax No. 780 482 5445
Attention: Ryan Murray, Director, Contract Negotiations

To AHS: Alberta Health Services
10301 Southport Lane SW
Fax No. 403 943 - 1174
Attention: William Hondas, Vice-President, CMO Office, Medical Affairs

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized officers at Edmonton, Alberta as of the last date set out below.

THE ALBERTA MEDICAL ASSOCIATION (C.M.A. Alberta Division)

Per: _____

Date: _____

Per: _____

Date: _____

ALBERTA HEALTH SERVICES

Per: _____

Date: _____

**Alberta Health Services (AHS)
Cancer Care Physicians (CCP), Alberta Medical Association (AMA)
JOINT
WORKFORCE PLANNING COMMITTEE**

TERMS OF REFERENCE

1. Name

This committee shall be comprised representatives of AHS, CCPs and AMA and shall be known as the Joint Workforce Planning Committee ("JWPC").

2. Vision

The shared vision of the JWPC is to build an optimal system for cancer care services building on the parties' expertise.

3. Purpose

To provide a provincial forum for AHS, CCPs, and AMA to discuss issues and concerns, and to provide advice to AHS senior administration on matters affecting cancer care in Alberta and/or matters involving the working relationships among the parties.

The parties agree to address the following matters:

Workforce Planning

- To provide feedback, input, and planning as they relate to issues relating to attracting to Alberta and retaining CCPs in Alberta and to inform provincial and zone planning priorities.

Workload Management

- Re-examine workload standards for CCPs commencing with the 1999 workload standards utilized by the former Alberta Cancer Board.
- Discuss and develop joint strategies to address workload issues arising from factors including an ageing population, increasing complexity of cancer care treatment planning, developments and changes in cancer care technology and treatments, increasing patient survival rates, and increasing support from other disciplines, etc.
- Other matters as mutually agreed.

4. Principles

In order to foster effective working relationships among the parties, the parties agree that it is important that the roles and responsibilities of all parties are clear. The parties agree:

- AHS is accountable for the provision of cancer care services to Albertans;
- CCPs have a responsibility to provide medical cancer care services;
- AHS respects the clinical expertise of CCPs;
- CCPs and the AMA acknowledge the need to balance physician interests with health system needs and capacity;
- AHS, CCPs and AMA believe that co-operation and collaboration at the provincial level is necessary to:
 - Address both short and long-term system and CCP issues that are important to sustaining efficient cancer care service delivery and to providing quality health care to Albertans;
 - Promote positive working relationships between AHS, and CCP and other system stakeholders;
 - Ensure that Alberta remains an attractive place for CCPs to work.

5. Committee Membership

JCC membership shall include up to:

- 4 CCP representatives
- 1 AMA representative
- 5 AHS representatives

Each party shall be responsible for appointing its members to the JWPC, with the objective of encouraging broad representation among the CCP community and geographic representation across AHS Zones.

No physician who holds an administrative appointment with AHS shall participate on the JWPC as a CCP representative.

6. Decision Making

The JWPC shall attempt to reach consensus on its recommendations and advice where possible. If consensus cannot be achieved by the committee, the divergent viewpoints shall be recorded and will be provided to the senior administration of AHS.

7. Reporting and Feedback

The advice and recommendations provided by the JWPC shall be considered by AHS senior administration and their response to the committee's advice shall be provided to the committee by the AHS representatives.

8. Committee Meetings & Conduct

JWPC meetings shall be held on a quarterly basis, or more frequently, if needed. The committee will meet by whatever means it deems appropriate to undertake its business. Video-conferencing will be encouraged.

The parties shall choose a chair (one from the CCPs and one from AHS). The meetings will be conducted by alternating the chairs.

AHS will provide administrative support to the JWPC.

There will be no tolerance for intimidation on the JWPC.

Total Remuneration Rates							
Medical Oncologists, Radiation Oncologists, Pediatric Oncologists, Laboratory Medicine Physicians							
	2008/09		2009/10	2010/11	2011/12	2012/13	2013/14
Level	Base from 2007/08	*1.05	*1.05	*1.045	Each level increased by the percentage increase for insured services in the master physician agreement	Level 4 increased by \$7,500/year to \$426,591/year on July 1, 2012. Each level increased by the percentage increase for insured services in the master physician agreement.	Each level increased by the percentage increase for insured services in the master physician agreement
1	\$257,226	\$270,087	\$283,592	\$296,353			
2	\$290,026	\$304,527	\$319,754	\$334,143			
3	\$327,089	\$343,443	\$360,616	\$376,843			
4	\$363,759	\$381,947	\$401,044	\$419,091			
Clinical Associates							
	2008/09		2009/10	2010/11	2011/12	2012/13	2013/14
Level	Base from 2007/08	*1.05	*1.05	*1.045	Each level increased by the percentage increase for insured services in the master physician agreement	Each level increased by the percentage increase for insured services in the master physician agreement	Each level increased by the percentage increase for insured services in the master physician agreement
1	\$167,578	\$175,957	\$184,755	\$193,069			
2	\$176,373	\$185,192	\$194,451	\$203,202			
3	\$185,648	\$194,930	\$204,677	\$213,887			
4	\$195,461	\$205,234	\$215,496	\$225,193			
Physicians in Oncologic Imaging							
	2008/09		2009/10	2010/11	2011/12	2012/13	2013/14
Level			*1.05	*1.045	Each level increased by the percentage increase for insured services in the master physician agreement	Each level increased by the percentage increase for insured services in the master physician agreement	Each level increased by the percentage increase for insured services in the master physician agreement
1	\$453,612		\$476,293	\$497,726			
2	\$520,319		\$546,335	\$570,920			
3	\$589,050		\$618,503	\$646,335			

Shaded/yellow highlight on 2010/11 indicates the base for any increases under this Agreement.

LETTER OF UNDERSTANDING #1

Between

**Alberta Health Services
("AHS")**

and

**Alberta Medical Association (C.M.A. Alberta Division)
("AMA")**

Representing

Cancer Care (CC) Physicians

RE: FINAL LEVEL 4 PAYMENT FOR ELIGIBLE CC PHYSICIANS UNDER THE FORMER AGREEMENT BETWEEN THE ALBERTA CANCER BOARD/AHS AND THE AMA

AHS will provide eligible Medical Oncologists, Pediatric Oncologists, Radiation Oncologists and Laboratory Medicine Physicians ("Eligible" Physicians), who on April 1, 2012, were at Level 4 of their remuneration grid with a one-time payment of \$1,875.

This payment is based upon the remuneration provision contained under the former Cancer Care (CC) Agreement (II 4.), with the Alberta Cancer Board (ACB), later AHS, which expired March 31, 2011, and was extended to June 30, 2012, pursuant to which CC physicians at the highest level of the grid could receive additional remuneration of \$7,500 per year ("Additional Remuneration").

The payment of \$1,875 represents one-quarter of the Additional Remuneration (\$7,500) Eligible Physicians were entitled to receive under the former (CC) Agreement and represents Additional Remuneration for the period April 1, 2012 – June 30, 2012. This payment is made by AHS in full and final satisfaction of all AHS's obligations under the former CC Agreement.

AHS will pay this sum to Eligible Physicians in the pay period or month following execution of the new CC Agreement between CC Physicians/AMA and AHS.

On Behalf of AHS

On Behalf of AMA

Date: _____

Date: _____

LETTER OF UNDERSTANDING #2

Between

**Alberta Health Services
("AHS")**

and

**Alberta Medical Association (C.M.A. Alberta Division)
("AMA")**

Representing

Cancer Care (CC) Physicians

RE: COMPENSATION REVIEW FOR CANCER CARE EMPLOYEE PHYSICIANS PROVIDING CANCER CARE SERVICES TO AHS

Cancer Care (CC) Physicians providing Cancer Care (CC) services to AHS are paid in accordance with a four-level grid described in Appendix "B" of the Cancer Care (CC) Agreement and applies to physicians under contract with AHS (independent contractors). AHS is applying the remuneration grid to Cancer Care Physicians who are AHS employees since a new job classification and salary grid has not yet been developed for Cancer Care (CC) physician employees.

AHS is developing a Clinical Stream job classification for all AHS physician employees who provide clinical services to AHS. The Clinical Stream will include a job description, job classification and an appropriate salary band similar to that which is in place for other AHS management and out-of-scope (MOOS) employees.

AHS will prioritize the development of a new Clinical Stream job classification for CC Employees and will use its best efforts to ensure this work is completed by March 31, 2014. AHS will also consult with the Joint Workforce Planning Committee, described in Appendix "A" of this Agreement as part of this process.

On Behalf of AHS

Date: _____

On Behalf of AMA

Date: _____