

Laboratory Physician Agreement

This Laboratory Physician Agreement (the "Agreement") made effective the 1st day of April 2011

Among

**Alberta Society of Laboratory Physicians
("ASLP")**

and

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

and

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

and

**Calgary Laboratory Services
("CLS")**

RECITALS

- A. The ASLP, the AMA, AHS and CLS have negotiated this successor agreement to the May 13, 2011, Laboratory Physician Amending Agreement.
- B. The parties have requested Alberta Health (AH) to expand the scope of the next master physician agreement to encompass Laboratory Physician services. The parties further acknowledge that AH has the sole discretion to accept or refuse this request.
- C. The ASLP, AMA, AHS, and CLS acknowledge that this Agreement shall set out the "Remuneration" of Laboratory Physicians employed by AHS or CLS or under contract with AHS or CLS during the term of this Agreement.

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

1. Recognition

Laboratory Physicians provide services to AHS and CLS as independent contractors or as employees.

- a) Independent Contractors
AHS and CLS recognize the AMA and the ASLP as representing Laboratory Physicians with respect to all matters herein;
- b) Employees
Notwithstanding that the AMA and ASLP do not represent Laboratory Physicians who are employees of AHS or CLS with respect to the matters set out herein, in order to promote fairness and equity among all Laboratory Physicians, the following sections of this Agreement will apply to AHS and CLS Laboratory Physician Employees
 - Section 3 Service Delivery requirements

- Section 4 Remuneration
- Section 5.3 Employees
- Section 7.3 Joint Advisory Committee

c) Section 5.1 applies only to Laboratory Physicians employed by or under contract to AHS.

2. Term

The term of this Agreement shall be from April 1, 2011, to March 31, 2014, ("the Term") unless the parties mutually agree otherwise.

3. Service Delivery Requirements

3.1 Laboratory Physicians will work two hundred nine (209) days per year.

- The parties agree that attainment of this goal of number of days worked per year will not be immediate for all Laboratory Physicians, but will occur in accordance with the transition plan mutually agreed to by the parties. The parties will use their best efforts to ensure full implementation of the transition plan by March 31, 2014.
- Development of the above-referenced transition plan will be undertaken by the Joint Advisory Committee (JAC), as described in Section 7.3.

3.2 Laboratory Physician may pursue work outside the terms of their employment or contractual obligations with AHS or CLS. If the proposed arrangement is a conflict of interest or may conflict with his or her employment or contractual obligations with AHS or CLS, the Laboratory Physician shall consult with his or her department director prior to undertaking the proposed arrangement.

4. Remuneration

4.1 The remuneration grid for Laboratory Physicians is set out in Section 4.6.

4.2 The parties agree that the remuneration grid for Laboratory Physicians shall be increased by an amount equivalent to the general percentage increase awarded under the physician insured services budget in accordance with a new provincial master physician agreement referenced in Recital B.

4.3 Any change to the remuneration rates identified in this Agreement will be adjusted on April 1st of the relevant fiscal year.

4.4 Placement on Grid: Laboratory Physicians under contract with AHS or CLS, or employed by AHS or CLS, on or after April 1, 2011, shall be placed on the remuneration grid at a level agreed to by the Laboratory Physician and the relevant department director. The parties further agree that the Laboratory Physician's placement on the grid shall be based upon the following criteria:

- a) A Laboratory Physician's years of service shall be determined from the date of the Laboratory Physician's achievement of full licensure in Canada in the specialty for which he or she is to be employed by AHS or CLS or contracted with AHS.
- b) If a Laboratory Physician has completed less than three (3) years of service following the achievement of full licensure to practice in Canada, in the specialty for which he or she is employed by AHS or CLS or under contract with AHS or CLS, but has completed a Fellowship (s) in Canada, the US, or International Fellowship(s) recognized in Canada, the Laboratory Physician will be given credit for up to one additional year towards his or her placement on the grid regardless of the number of such Fellowships the Laboratory Physician has completed.

- 4.5 Movement on the Grid: All Laboratory Physicians, in full-time practice, whether under contract with AHS or CLS or employed by AHS or CLS, subject to the completion of a satisfactory professional evaluation, shall automatically move upward on the grid on April 1st of each year provided that services were provided for six (6) months during the preceding year. Laboratory Physicians continuing in full-time practice shall remain on the grid at the level equivalent to their years of service. In no event shall any Laboratory Physician be moved to a level lower than the level he or she was at as at April 1, 2011, excepting less than full-time prorated practice.
- 4.6 Grid as of April 1, 2011 – prior to any increases under the next provincial master physician agreement.

	Pathologist I	Pathologist II	Pathologist III	Pathologist IV
April 1, 2011 Grid	\$329,696	\$347,640	\$365,579	\$383,525

- 4.7 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.

5. Laboratory Physicians – Status Issues and Changes

5.1 AHS – Status Change Request

Each Laboratory Physician will have the opportunity up to December 1, 2012, to request AHS for a change in his or her status as employee or independent contractor. Thereafter, independent contractors may only request AHS to change their status to employee status upon expiry of their Individual Services Agreement (ISA).

5.2 Independent Contractors

- a) Laboratory Physicians who are independent contractors with AHS or CLS shall enter into an Individual Services Agreement containing the applicable terms and conditions negotiated in this Agreement. Each Laboratory Physician will mutually agree on a services description with AHS or CLS that will be documented in the Laboratory Physician's ISA.
- b) Independent contractors are not eligible for benefits or other AHS or CLS employee entitlements.

5.3 Employees

Employees of AHS or CLS are governed by the policies and mandatory employment terms and conditions in effect from time to time. These are provided for information in this Agreement, but are not part of these negotiations.

a) AHS Laboratory Physician employees will:

- participate in the AHS Flexible Benefit Plan,
- are governed by AHS Terms & Conditions applicable to AHS Laboratory Physician employees, and
- participate in the Local Authorities Pension Plan (LAPP) and pension entitlements set by AHS.

- b) Laboratory Physicians employed by CLS will participate in CLS group benefits available to CLS employees, but do not participate in the CLS employee pension plan

- 6. Transfer of Laboratory Physician Funding into the Successor Agreement to the Master Agreement**
- 6.1 The parties will use their best efforts to reach agreement on transferring the responsibility and budget, including provision for volume increases, for the clinical services provided to AHS and CLS by Laboratory Physicians to AH for administration under the next provincial master physician agreement.
- 6.2 AHS, CLS, and the AMA (jointly with the ASLP) will submit to AH a proposal for transferring responsibility for funding the Laboratory Physician clinical services to the successor agreement to the former Trilateral Master Agreement (TMA) between AH, AHS and the AMA. The proposal will follow the clinical alternate relationship plan application template.
- 6.3 The provisions in this Agreement (except Section 7.3) will terminate on the effective date of the transfer of Laboratory Physician funding from AHS to AH under the next provincial master physician agreement.
- 7. If Transfer of Laboratory Physician Funding under the Successor Agreement to the Master Agreement Does Not Occur**
- If, notwithstanding the best efforts of the parties, the transfer of responsibility and budget from AHS and CLS to AH, for the funding of clinical services provided by Laboratory Physicians, does not occur, the following provisions will apply:
- 7.1 Future Negotiations**
- a) Written notice to reopen negotiations under this Agreement may be served by any party on the others after October 1, 2013. The notice shall contain a statement of the matters or issues which the party giving the notice wishes to renegotiate;
- b) Upon receipt of a notice to reopen negotiations under this Agreement the receiving parties shall, within thirty (30) days, advise whether they have any other matters or issues to be included in the negotiations and, if so, include a statement of the matters or issues.
- 7.2 Continuance**
- Should a new agreement among the parties with respect to the matters herein not be reached prior to the expiry of this Agreement, then the terms and conditions of this Agreement shall continue to the earlier of
- a) the parties reach a new agreement; or
- b) matters submitted for resolution by arbitration have been decided on; or
- c) the parties mutually agree to terminate the Agreement.
- 7.3 Transitional Issues – Joint Advisory Committee**
- The parties shall establish a Joint Advisory Committee whose purpose is to provide a province-wide forum for the parties to identify, address and resolve issues relating to all aspects of the working relationship among the parties. The Terms of Reference for the Joint Advisory Committee is attached hereto as Appendix “A”.
- 7.4 The provisions in this Agreement, will terminate on the effective date of the transfer of Laboratory Physician funding from AHS to AHW under the successor agreement to the Master Agreement.

8. Dispute Resolution

- 8.1 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.
- 8.2 If any difference between the parties cannot be resolved by negotiation as set out in Section 8.1, if all parties agree, the matter may be referred to a mutually-agreed upon mediator for resolution.
- 8.3 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.
- 8.4 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.
- 8.5 All submissions to arbitration shall be in writing and contain a description of the issue and shall be forwarded to the other parties.
- 8.6 Within fourteen (14) business days of receipt of a submission to arbitration the responding parties shall prepare and deliver a written response.
- 8.7 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.
- 8.8 The arbitrator shall conduct the arbitration and hear and determine the issue in private.
- 8.9 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.
- 8.10 Each party shall pay one quarter of the fees and expenses of the arbitrator.
- 8.11 The parties agree to follow the principles of the *Alberta Arbitration Act*

9. Assignment/Assumption

- 9.1 The parties shall not assign any of their rights or obligations under this Agreement without the prior written consent of the other parties;
- 9.2 Notwithstanding the express wording of Section 9.1, the rights and obligations of AHS and/or CLS Boards pursuant to this Agreement may be assigned to, or assumed by, a successor organization, without the express consent of the AMA or any participating physician, partnership or professional corporation.

10. Ratification

This Agreement is subject to the condition precedent that it shall not be binding upon the parties until such time as the terms of this Agreement have been ratified:

10.1 by the Laboratory Physicians affected by the Agreement in accordance with the Constitution and Bylaws of the AMA; and

10.2 AHS Senior Executive approval; and

10.3 CLS Board approval.

11. 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 the AMA: Alberta Medical Association
12230 – 106th Ave NW
Edmonton, Alberta T5N 3Z1
Fax No.: 780 482 5445
Attention: Ryan Murray, Director, Contract Negotiations

To the ASLP: Alberta Medical Association
12230 – 106th Ave NW
Edmonton, Alberta T5N 3Z1
Fax No.: 780 482 5445
Attention: Section Services (ASLP)

To AHS: Alberta Health Services
10301 Southport Lane SW
Calgary, Alberta T2W 1S7
Fax No.: 403 943-1174
Attention: William Hondas, Vice-President, Office of the Chief Medical Officer

To CLS: Calgary Laboratory Services
9, 3535 Research Road, NW
Calgary, Alberta
Canada
T2L 2K8
Fax No.: 403 770-3296
Attention: Paula Hall, Chief Operating Officer

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: SIGNED _____

Date: _____

Per: SIGNED _____

Date: _____

THE ALBERTA SOCIETY OF LABORATORY PHYSICIANS

Per: SIGNED _____

Date: _____

ALBERTA HEALTH SERVICES

Per: SIGNED _____

Date: _____

Per: SIGNED _____

Date: _____

Per: SIGNED _____

Date: _____

CALGARY LABORATORY SERVICES

Per: SIGNED _____

Date: _____

**Alberta Health Services (AHS)
Calgary Laboratory Services (CLS)
Alberta Society of Laboratory Physicians (ASLP)
Alberta Medical Association (AMA)**

**JOINT
ADVISORY COMMITTEE**

TERMS OF REFERENCE

1. Name

This committee shall be comprised of representatives of AHS, CLS, ASLP, and AMA and shall be known as the Joint Advisory Committee (“JAC”).

2. Vision

The shared vision of the JAC is to build an optimal system for laboratory services building on the parties’ expertise.

3. Purpose

To provide a provincial forum for AHS, CLS, ASLP, and AMA to discuss issues and concerns, and to provide advice to AHS and CLS senior administration on matters involving the working relationships among the parties and matters generally affecting Alberta laboratories.

The parties agree to undertake the following:

Transition Plan

- Develop a transition plan to enable full implementation of the 209 service day requirement for all laboratory physicians in accordance with section 3.1 of this Agreement.

Workplace issues

- Discussion and development of joint strategies to address workplace issues such as workload, independent contractor, employee issues, optimal support staffing, etc.

Workforce planning:

- To provide feedback, input, and planning as they relate to issues relating to attracting and retaining laboratory physicians in Alberta.

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:

- AHS and CLS are accountable for the delivery of laboratory services
- Laboratory physicians are responsible for the provision of laboratory medical services

- AHS and CLS respect the clinical autonomy of laboratory physicians, although all parties acknowledge that mandatory Quality Assurance standards cannot be abrogated by clinical autonomy.
- ASLP and AMA acknowledge the need to balance physician interests with health system needs and capacity
- AHS, CLS, ASLP and AMA believe that co-operation and collaboration at the provincial level is necessary to:
 - Address both short and long-term laboratory physician and system issues important to sustaining efficient laboratory services delivery and to provide quality health care to Albertans
 - Promote positive working relationships between AHS, CLS, ASLP, AMA and other stakeholders
 - Ensure that Alberta remains an attractive place for laboratory physicians to work

5. **Committee Membership**

The Advisory Committee membership shall include up to:

- 4 ASLP representatives
- 1 AMA representative
- 3 AHS representatives
- 2 CLS representatives

Each party/organization shall be responsible for appointing its members to the JAC, with the objective of encouraging broad representation among the laboratory physician community and geographic representation across AHS Zones.

Physicians holding an administrative appointment with AHS, CLS may participate on the JAC as an ASLP representative as long as they disclose and address any potential conflicts of interest they may face by virtue of their appointment. The JAC shall determine whether a real or apparent conflict of interest exists and may require a physician to recuse him or herself from the discussion or the JAC meeting as appropriate.

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

6. **Reporting and Feedback**

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

7. **Committee Meetings**

JAC 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 ASLP and one from AHS or CLS). The meetings will be conducted by alternating the chairs.

AHS will provide administrative support to the JAC.