

**ALBERTA MEDICAL ASSOCIATION STRATEGIC AGREEMENT  
("Strategic Agreement")**

**Made effective November 1, 2016**

BETWEEN:

**Her Majesty the Queen in right of Alberta,  
as represented by the Minister of Health  
("AH")**

- and -

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

- and -

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

PREAMBLE:

- A. The AMA and AH have held collaborative discussions further to the Memorandum of Agreement signed by those parties on January 22, 2016, and have agreed to include AHS in those discussions. The undersigned agree to recommend the following for ratification by their principles. Ratification is required by:
- i. The AMA Board;
  - ii. The AMA membership;
  - iii. AHS Board;
  - iv. The Minister of Health.

RECITALS:

- A. The AMA and AH are parties to the Alberta Medical Association Agreement made effective April 1, 2011 ("the **AMAA**").
- B. The parties have a long history of collaboration and cooperation regarding health care matters in general and medical services in particular.
- C. The parties have completed extensive discussions concerning priority issues including immediate financial viability of the health care system; shared stewardship of limited health care resources; enhanced opportunities for physician participation in health care system decision making; and governance.

- D. The parties will use their best efforts to agree to a long term strategic vision/plan that will guide the development and implementation of patient-first system focused initiatives.
- E. The parties have created, through the provisions of this Strategic Agreement, a set of initiatives that will foster collaboration and partnership between AHS, AH and the AMA, and leverage core capabilities within each organization.
- F. Nothing in this Strategic Agreement shall constitute a waiver of any party's rights concerning representation that AMA may seek or that AHS may challenge regarding physicians employed by AHS or physicians independently contracted whose contracts expire on or after March 31, 2018.

NOW THEREFORE in consideration of the recited premises and mutual covenants, each of AMA, AHS and AH agree with the other as follows:

A. Definitions

- i. "Agreement" means this Strategic Agreement and all schedules attached, all as might be amended from time to time in accordance with the provisions hereof.
- ii. "Effective Date" means November 1, 2016.
- iii. "Group", for the purposes of the Negotiation Framework, means one or more independent contractor physicians involved in a similar area of practice or specialty who have expressed the desire to have representation by the AMA in the course of negotiations with AHS, who have signed a Representation and Consent Form and who comprise at least 50% +1 of the total number of independent contractor physicians who may be affected by those negotiations.

B. Term of Agreement

- i. This Agreement shall be effective from the Effective Date until March 31, 2018 (the "Term") unless terminated in accordance with the provisions of this Agreement.
- ii. The Term of the Agreement may be extended by mutual written consent of the parties.
- iii. Six (6) months prior to the expiry of the Term, AHS, AH and AMA shall meet and use best efforts to (1) establish bridging provisions upon expiry of the Agreement on March 31, 2018; or (2) determine whether the Agreement will be extended and if so, on what terms and conditions.

C. Recognition Rights

**Principles of a Framework Arrangement TBD, 2016 to March 31, 2018 ("the Framework")**

- i. This Framework sets out a process to resolve AHS contract negotiations with its independent contractor physicians who are providing, or wish to provide insured services for the period up to March 31, 2018. For clarity, this framework does not apply to employee physicians, medical students, residents or fellows.

- ii. Notwithstanding the expiry of the Term, for contracts that extend beyond March 31, 2018, AHS agrees that AMA has representation rights utilizing the Framework to represent independent contractor physicians for the application and interpretation of those contracts only up to the date of expiry of such contracts.
- iii. It is understood and agreed that if independent contractor physicians are repatriated from AHS to AH during the period covered by this framework, those independent contractor physicians would be captured by the AMAA and would no longer be captured by this Framework. For the purposes of this Agreement, "repatriation" means the transfer of a written agreement which AHS has with a group of physicians (for example, Lab Physicians or Cancer Care physicians) and the budget associated with that written agreement from AHS to AH.
- iv. AHS recognizes a Group of independent contractor physicians' rights to choose the AMA as their representative during the Term and in doing so, AHS also recognizes the AMA as representative of that Group.
- v. The parties further agree to a negotiating framework which addresses and resolves any outstanding contracts for AMA-represented independent contractor physicians.
- vi. The parties agree that independent contractor physicians need to be made aware of the opportunity to choose AMA as their negotiating representative and the AMA needs to be able to contact independent contractor physicians. Some provisions to enable this include:
  - AHS will inform any independent contractor physicians at the commencement of any negotiations of the opportunity to be represented by AMA and the provisions of this negotiating framework;
  - In addition, AHS will notify the AMA of the impending lapse of existing contracts with independent contractor physicians 90 days in advance of the term of such contracts which notice shall include identification of the nature of the practice or specialty of such independent contractor physicians, as well as the number of physicians contracted to AHS in the particular area of practice or specialty;
  - Upon receipt of such notice, the AMA may contact the independent contractor(s) to ascertain if they desire representation from the AMA in upcoming negotiations;
  - AMA will provide to AHS a Representation and Consent Form in the form appended as Schedule "A" to this Agreement for each independent contractor physician who desires the AMA's representation;
  - Upon receipt of sufficient Representation and Consent Forms to constitute 50% +1 of the total independent contractor physicians in the particular area of practice or specialty, AHS will provide to AMA a copy of each existing contract between AHS and the members of the Group of independent contractor physicians, together with any other documentation relevant to the upcoming negotiations;


- A general communications strategy will be drafted and implemented jointly by AMA, AHS and AH.
- vii. An independent contractor physician who signs a Representation and Consent Form has opted into the framework. An independent contractor physician may opt out of this framework by providing AMA and AHS with written notice in the form appended as Schedule "B" to this Agreement. Once an independent contractor physician has opted out, the decision will hold until the later of the expiry of his/her contract or the expiry of the Term of this Agreement.
  - viii. Where there are existing contracts that expire later than March 31, 2018, those independent contractor physicians will be approached regarding their interest in opting into the negotiating framework for purposes of the utilization of section xi below only. For greater clarity, section x below will not apply to these independent contractor physicians.
  - ix. AHS and AMA will negotiate in good faith to resolve contract disputes or the renewal of contracts whose term will expire prior to March 31<sup>st</sup>, 2018 between a Group and AHS related to payment rates and other terms and conditions.
  - x. Should AHS and AMA be unable to resolve these contract disputes or the renewal of contracts whose term will expire prior to March 31, 2018 on issues relating to payment rates, the matter will be sent to binding interest arbitration solely on the issue of payment rates. Each party will appoint a member to the Interest Arbitration Board and those nominees will agree on a third party as chair of the Board. If the nominees cannot agree on the third party, the chair shall be appointed by the Court of Queen's Bench of Alberta ("the Court") pursuant to the provisions of the *Arbitration Act* of Alberta ("the Act"). That Interest Arbitration Board shall resolve the dispute over payment rates only. The parties may agree to set criteria to assist the Board in its determination. It is agreed that the Interest Arbitration Board shall remain seized of any issues relating to the implementation of its decision regarding payment rates.
  - xi. For the resolution of disputes that arise relating to the interpretation of terms and conditions (other than payment rates) of the contracts in place, or where the contract's term will expire prior to March 31, 2018 that are in the course of renewal, for independent contractor physicians who chose to be represented by the AMA, the parties will agreed to a rights arbitration process to resolve such disputes, it being understood that the jurisdiction of the Rights Arbitration Board will be limited to the interpretation of specific terms of the contract other than payment rates. AHS and AMA will agree on a chair for the Rights Arbitration Board. If the parties cannot agree on the third party, the chair shall be appointed by the Court of Queen's Bench of Alberta ("the Court") pursuant to the provisions of the *Arbitration Act* of Alberta ("the Act").
  - xii. Nothing in this Framework will restrict the AMA's ongoing obligation to act in accordance with its constitution and bylaws.

#### D. No Fettering

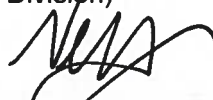
- i. Nothing in this Strategic Agreement shall in any manner whatsoever either fetter the legislative and regulatory power and authority of the Government of the Province of

Alberta and/or the Minister of Health, nor fetter the right of any party to access the courts to resolve matters of disagreement.

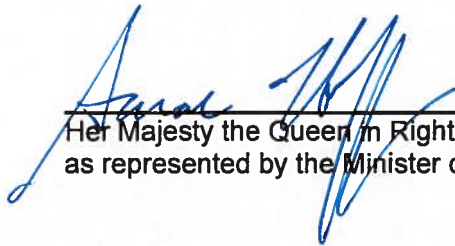
This Strategic Agreement is entered into by each of the undersigned by its authorized representative on the date(s) set out below but having effect on the Effective Date.

  
\_\_\_\_\_  
President, Alberta Medical Association  
(C.M.A. Alberta Division)

Nov 1 / 16  
Date

  
\_\_\_\_\_  
President and CEO, Alberta Health Services

Nov 15, 2016  
Date

  
\_\_\_\_\_  
Her Majesty the Queen in Right of Alberta  
as represented by the Minister of Health

Nov. 18, 2016.  
Date

**SCHEDULE "A"**  
to the Strategic Agreement made effective  
the \_\_\_\_ day of \_\_\_\_\_, 2016.

**Authorization for Representation and Consent**

I, Dr. \_\_\_\_\_, authorize the Alberta Medical Association (AMA) to represent me in negotiations with Alberta Health Services (AHS) regarding financial, workload, relationship and all other issues relating to the negotiation, renewal or extension of my contract with AHS.

I confirm that I have read and agree to abide by the "Criteria to Assist Physicians" approved by the AMA Board of Directors on July 22, 1993.

I consent to the release to the AMA by AHS of a copy of my existing contract for services, as well as copies of all other documentation or information relevant to the negotiations relating to the continuance or renewal of my contract.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**SCHEDULE "B"**  
to the Strategic Agreement made effective  
the \_\_\_\_ day of \_\_\_\_\_, 2016.

Authorization to Opt Out of the Strategic Agreement

I, Dr. \_\_\_\_\_, hereby opt out of the negotiated bargaining framework, AMA representation and all provisions stated in the strategic agreement. I understand that by doing so, I will not be allowed to opt in to the Framework and seek the AMA's representation until such time as the later of the lapse of my existing contract with AHS, or the lapse of the Strategic Agreement with AHS.

I also understand that the terms and conditions of the my current services agreement with AHS will be honored until such time as it expires, at which time the newly negotiated agreement shall come into effect.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at the City of \_\_\_\_\_ in the province of Alberta.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name