

Provincial Salary Agreement

THIS AGREEMENT made as of th, 20⁰⁷05.day of JULY

BETWEEN:

**The Government of the Province of British Columbia
(the "Government")**

AND:

**British Columbia Medical Association
(the "BCMA")**

AND:

**The Medical Service Commission
(the "MSC")**

WHEREAS the parties wish to enter into an agreement which will define the terms and conditions which will apply to salary agreements for clinical and related teaching, research and clinical administrative services between physicians and employers for the provision of Government funded medical services.

THEREFORE, the parties agree as follows:

Article 1 Term

- 1.1 This Agreement shall be for a term beginning April 1, 2004 and expiring March 31, 2007.

Article 2 Relationship to the Working Agreement

- 2.1 This Agreement is a Subsidiary Agreement of the Working Agreement between the Government, the BCMA, and the MSC.
- 2.2 Pursuant to Article 2.1 of the Second Master Agreement, this Agreement establishes the general terms and conditions which will apply to all employment agreements between Physicians and Employers in British Columbia for clinical and related teaching, research and clinical administrative services, where funding comes from the Government.

Article 3 Definitions

- 3.1 Words used in this Agreement that are defined in the Second Master Agreement and the Working Agreement have the same meaning as in the Second Master Agreement and the Working Agreement unless otherwise defined in this Agreement.
- 3.2 “**Employer**” means all hospitals, institutes, or other Government funded bodies employing physicians.
- 3.3 “**FTE**” means full-time equivalent of 1957.5 paid hours of employment per year.
- 3.4 “**General Practitioner**” means a Physician who is not a specialist.
- 3.5 “**General Practice Services**” means clinical and related teaching, research and clinical administrative activities generally recognized as being within the practice scope of a General Practitioner.
- 3.6 “**Letter of Agreement (Related Matters)**” means the agreement between the Government and the BCMA, dated June 18, 2004.
- 3.7 “**Second Master Agreement**” means the agreement between the Government, the MSC, and the BCMA, dated February 28, 2001.
- 3.8 “**Physician**” means a medical practitioner who is and remains a member in good standing of the College of Physicians and Surgeons of British Columbia, whose services require him/her to have a medical degree and who is not providing exclusively administrative services, but does not include any member who is an undergraduate or an intern, resident, clinical fellow or clinical trainee in a postgraduate training program.
- 3.9 “**Physician Services**” means clinical and related teaching, research and clinical administrative services provided by Physicians.
- 3.10 “**Salary Agreement**” means an employment agreement between a Physician and Employer for Physician Services which are compensated by funds provided by the Government.
- 3.11 “**Specialist**” means a Physician who is a certificant or fellow of the Royal College of Physicians and Surgeons of Canada.
- 3.12 “**Specialist Services**” means clinical and related teaching, research and clinical administrative services generally recognized as requiring Specialist expertise.

3.13 “Working Agreement” means at any one time the current Working Agreement between the BCMA, the Government, and the MSC.

Article 4 Compensation

- 4.1 Physicians who are party to a Salary Agreement will be compensated within the appropriate range set out at Appendix A according to the guidelines outlined at Article 4.5. Physicians working less than one FTE shall receive a proportionate amount.
- 4.2 Effective April 1, 2006, salaries may be adjusted as a result of the process set out at Article 4 of the 2004 Working Agreement.
- 4.3 Physicians currently being paid a salary that is above the range at Appendix A for their group (“Above the Range Physicians”) will not have their salary decreased as a result of the application of Appendix A. If, as a result of the process set out at Article 4 of the 2004 Working Agreement, the maximum salary rate in Appendix A applicable to any Above the Range Physician increases so that his or her current salary then falls within the new range in Appendix A for his or her group, he or she will be eligible for a salary increase on the same basis as any other physician in his or her group is eligible up to but not in excess of the maximum of the new range in Appendix A for his or her group.
- 4.4 Physicians’ annual salaries include payment for time spent providing ongoing responsibility for patients and any necessary referred emergency and non-elective services.
- 4.5 A Physician’s placement on the applicable compensation range will be the subject of an agreement between the Physician and the Employer, considering the following:
- (a) performance;
 - (b) local recruitment and retention concerns;
 - (c) clinically related teaching, research and administrative activities;
 - (d) individual experience and achievement; and
 - (e) nature of services, including the time of day or night when the services are provided.
- 4.6 Where Appendix A does not list a compensation range for a particular medical specialty, the Government and the BCMA shall meet to determine an appropriate range.
- 4.7 The BCMA and the Government will take all reasonable measures to ensure that physicians who, at the date of signing the 2001 Working Agreement, were being compensated for services provided outside of regularly scheduled hours, conclude a written agreement with the entity with whom those services are being provided which addresses compensation for those services (a “Local

Agreement). Such physicians shall continue to be compensated for services provided outside of regularly scheduled hours pursuant to this Agreement until the earlier of the conclusion of a Local Agreement or March 31, 2007. For greater certainty, any and all entitlement of any such physician pursuant to this Agreement to compensation for services provided outside of regularly scheduled hours shall cease by no later than March 31, 2007.

- 4.8 Physicians providing Specialist Services who are registered to provide Specialist Services with the College of Physicians and Surgeons of British Columbia but who do not hold certification or fellowship with the Royal College of Physicians and Surgeons of Canada, will, subject to agreement of the **BCMA/MOH** Liaison Committee, be paid on the appropriate specialist range. The Physician will normally be placed at the "Low" rate on the range for their specialty unless the **BCMA/MOH** Liaison Committee approves placement elsewhere on the range. Pending approval of the **BCMA/MOH** Liaison Committee, the Physician may be paid on the appropriate specialist range for a period of up to six months.
- 4.9 The MHO 1 and MHO 2 categories at Appendix A include Physicians who practice Community Medicine and are not classified in another medical group, including Medical Health Officers, Community Medicine Consultants and First Nations Medical/Public Health Advisors.

Article 5 Terms and Conditions of Employment

- 5.1 All Salary Agreements shall be deemed to include the standard terms and conditions of employment set out at Appendix B unless comparable practices already exist. The Employer must provide the Physician with a copy of the applicable terms and conditions of employment.
- 5.2 The Employer retains full authority to direct the operations of its services, subject to this Agreement including the Physician's right to professional autonomy.
- 5.3 Confirmation of a Salary Agreement must be signed by the Physician and the Employer.
- 5.4 Notwithstanding Article 5.1, current agreements between Physicians and Agencies regarding severance and current levels of support, office space, supplies and professional development entitlement and support shall be maintained for twelve months upon written notice being provided to the Physician specifying any change. The severance entitlements must conform to the Employment Termination Standards established for the purposes of section 4.2 of the *Public Sector Employers Act* and amendments thereto.

Article 6 On-Call / Availability

- 6.1 Physicians shall be entitled to MOCAP payments in accordance with the Working Agreement.

Article 7 Benefits and Vacation

- 7.1 Physicians are entitled to benefits at the same level and under the same terms as those provided to the Employer's senior management employees.
- 7.2 Subject to Article 7.3, Physicians are entitled to vacation at the same level and under the same terms as that provided to the Employer's senior management employees.
- 7.3 In no case will a Physician's benefits or vacation, as specified in an employment agreement, be diminished as a result of this Agreement.
- 7.4 Notwithstanding the Employer's vacation policy, if the Physician is not permitted to take any or all of his/her vacation entitlement due to an inability to obtain necessary **locum** coverage, then the full amount of that unused vacation can be banked and shall be cumulative from year to year.

Article 8 Professional Costs, Fees and Continuing Medical Education

- 8.1 Physicians shall be reimbursed for the cost of annual dues of the College of Physicians and Surgeons of BC and the Royal College of Physicians and Surgeons of Canada or the College of Family Physicians of Canada where any such membership is a requirement of employment.
- 8.2 The Employer must reimburse the Physician for other approved professional fees to the maximum permitted by existing Employer policies.
- 8.3 The Employer must reimburse the Physician for the annual dues or premiums, as applicable, for membership in the CMPA or coverage under a comparable professional/malpractice liability insurance plan.
- 8.4 Physicians shall be entitled to reimbursement for continuing medical education expenditures which at a minimum will be equivalent to those in the BCMA Physician Benefit Plan.
- 8.5 In no case will a Physician's continuing medical education benefits, professional costs and fees, as specified in an employment agreement, be diminished as result of this Agreement.
- 8.6 Physicians shall be entitled to a minimum of five days leave annually to attend continuing medical education.

Article 9 Additional Compensation

9.1 Physicians will be entitled to receive additional compensation under the Subsidiary Agreement for Physicians in Rural Practice or any other provincial agreement between the BCMA and the Government, where these programs are applicable.

Article 10 BCMA Representation

10.1 The Government shall advise the Employer that the Physician shall be entitled, at his or her option, to representation by the BCMA and that the Employer is to inform the Physician of this right prior to negotiating a Salary Agreement and is to negotiate in good faith when establishing Salary Agreements with Physicians.

Article 11 Dispute Resolution

11.1 Disputes as to the interpretation, application or alleged breach of this Agreement must be resolved through the process outlined at Article 10 of the 2004 Working Agreement.

Article 12 Entire Agreement

12.1 This Agreement, the Second Master Agreement, the Working Agreement, and the Letter of Agreement (Related Matters) embody the entire understanding and agreement between the parties relating to the Physician Services and there are no covenants, representations, warranties or agreements other than those contained or specifically preserved under the terms of these Agreements.

Article 13 No Waiver Unless in Writing

13.1 No provision of this Agreement and no breach by either party of any such provision will be deemed to have been waived unless such waiver is in writing signed by the other party. The written waiver of a party of any breach of any provision of this Agreement by the other party must not be construed as a waiver of any subsequent breach of the same or of any other provision of this Agreement.

Article 14 Headings

14.1 The headings in this Agreement have been inserted for reference only and in no way define, limit or enlarge the scope of any provision of this Agreement.

Article 15 Enforceability and Severability

15.1 If any provision of this Agreement is determined to be invalid, void, illegal or unenforceable, in whole or in part, such invalidity, **voidance**, or unenforceability will attach only to such provision or part of such provision, and all other provisions or the remaining part of such provision, as the case may be, continue to have full force and effect.

Article 16 Working Agreement

16.1 This Agreement is subject to the Working Agreement.

Article 17 Masculine/Feminine and Singular/Plural


17.1 Wherever the singular or the masculine pronoun is used, the same shall be construed as meaning the plural or feminine where the context or parties hereto so require.

Article 18 Jurisdiction


18.1 This Agreement shall be governed by and is to be construed in accordance with the laws of British Columbia.

DATED at Vancouver, British Columbia this 27 day of July, 2005.

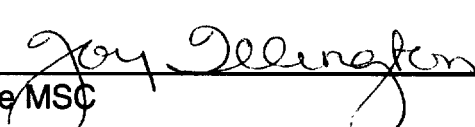
IN WITNESS WHEREOF THE PARTIES have duly executed this Agreement as of the date written above.



For the Government



For the BCMA



For the MSC

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**APPENDIX A
Salary Rates**

<i>General Practice</i> General Practice	\$135,000	\$152,000	\$169,000
Medical 1 Medical Health Officer 1 Hospitalists	\$118,800	\$133,700	\$148,500
Medical 2 Physical Medicine Psychiatry General Pediatrics Medical Health Officer 2	\$150,000	\$168,500	\$187,000
Medical 2a Emergency Medicine	\$154,000	\$173,000	\$192,000
Medical 3 Rheumatology Neurology Dermatology Internal Medicine Subspecialty Pediatrics Haematology	\$172,000	\$193,500	\$215,000
Medical 4 Anaesthesia Radiation, Medical & Hematological Oncology Critical Care	\$210,000	\$236,500	\$263,000
Surgical 1 Plastic Surgery Obs/Gyn Otolaryngology Orthopaedic Surgery Urology General Surgery Ophthalmology	\$227,000	\$255,000	\$283,000
Surgical 2 Neurosurgery Vascular Surgery Thoracic Surgery Cardiac Surgery Subspecialty Orthopaedics	\$275,000	\$324,500	\$374,000
Diagnostics 1 Pathology	\$209,600	\$235,800	\$262,000
Diagnostics 2 Radiology	\$211,000	\$237,500	\$264,000

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APPENDIX B

STANDARD TERMS AND CONDITIONS OF EMPLOYMENT

1. **British Columbia Medical Association**

- (a) The Physician is entitled, at his or her option, to representation by the British Columbia Medical Association (the "BCMA") in the discussion or resolution of any issue arising under this Contract, including without limitation the renegotiation or termination of this Contract.

2. **Responsibilities and Workload**

- (a) The Physician's responsibilities will be defined and communicated to him/her by his/her supervisor. There will be ongoing communication between the Physician and his/her supervisors regarding the performance of the services, including issues relating to workload and distribution of clinical, academic and administrative responsibilities. If they are unable to reach agreement on an approach to resolve the concerns in these areas, either the Government or the BCMA may refer the matter to a task force pursuant to clause 12.8 of the Second Master Agreement.
- (b) The nature of the Physician's position requires him/her to be flexible about hours of work. The Physician is required to be adaptable to a work situation, which may result in working hours other than those considered to be the normal hours of work.

3. **Probation and Termination**

- (a) The Physician shall be subject to the Employer's probation policy applicable to senior management employees, unless the Employer and Physician agree otherwise.
- (b) The Employer may, at any time, terminate the Physician's employment without notice or pay in lieu of notice if the Employer has just cause for termination.
- (c) The Employer may, at any time, terminate the Physician's employment on notice or by making payment in lieu of notice. The amount of notice or payment in lieu of notice afforded the Physician terminated under this provision shall be calculated in accordance with common law and statutory standards, including the *Public Sector Employers' Act* and any applicable regulations.

- (d) Termination of employment by the Physician will require three months' notice, or a shorter period as may be agreed to by the parties.
- (e) On termination of the Physician's employment, the Employer must provide the Physician with the necessary support to abide by all applicable patient notification requirements of the College of Physicians and Surgeons of BC.

4. Third Party Billings

- (a) Unless specified otherwise, the Physician will not bill fee-for-service or receive any other form of remuneration for the services or procedures covered by this salary agreement. Physicians shall sign the waiver set forth at Appendix 1.
- (b) The Physician shall retain one hundred per cent (100%) of third party billings provided they are not included within the services or procedures covered by, and do not conflict with the Physician's obligations under, this Salary Agreement. For the purposes of this clause, third party billings include but are not limited to WCB, ICBC, RCMP, Armed Forces, disability insurers, non-insured services and services provided to non-beneficiaries.

5. Autonomy

- (a) The Physician will provide the services under this Contract in accordance with applicable standards of law, professional ethics and medical practice and any Agency policies, by-laws or rules and regulations that are not inconsistent with or represent a material change to the terms of this Agreement.
- (b) Subject to Clause (5)(a), the Physician is entitled to professional autonomy in the provision of the Services.

6. Locum Coverage

- (a) The Employer, at its sole discretion, shall be responsible for securing the services of a **locum** in consultation with the Physician.

7. Dispute Resolution

- (a) This Agreement shall be governed by and construed in accordance with the laws of British Columbia.
- (b) All disputes arising out of or in connection with this Agreement that the parties are unable to resolve at the local level, may be referred to mediation on notice by either party to the other, with the assistance of a neutral mediator jointly selected by the parties. If the dispute cannot be settled within thirty (30) days after the mediator has been appointed, or

within such other period as agreed to by the parties in writing, the dispute will be referred to arbitration administered pursuant to the *Commercial Arbitration Act*.

- (c) Should the parties be unable to agree on the selection of the mediator or arbitrator within seven (7) days after notice is served by any party seeking the appointment of a mediator or arbitrator, the Chief Justice of the Supreme Court of British Columbia will be asked to appoint the mediator or arbitrator.
- (d) Upon agreement of both parties, the dispute may bypass the mediation step and be referred directly to arbitration.
- (e) The Employer and the Physician must advise the Ministry of Health Services and the BCMA respectively prior to referring any dispute to arbitration. The Ministry of Health Services and the BCMA shall have the right to apply to intervene in the arbitration and such application will rely on the common-law test for granting intervenor status. All intervenors are responsible for their own costs and any other costs the arbitrator may order them to pay.
- (f) Any dispute settlement achieved by the parties, up to the point of arbitration, will be deemed to have been concluded without prejudice to other disputes or proceedings involving other parties, and will not be referred to in any other dispute or proceeding.

8. Licenses & Qualifications

- (a) The Physician is and shall remain a registered member in good standing with the College of Physicians and Surgeons of British Columbia and conduct his/her practice of medicine consistent with the conditions of such registration.
- (b) The Physician is and shall remain enrolled in the Medical Services Plan.
- (c) If all or some of the services provided under this Agreement are Specialists Services, then the Physician must be and remain registered by the College of Physicians and Surgeons of British Columbia to provide these Specialist Services.
- (d) Where the Employer is subject to the *Hospital Act*, all Physicians performing Services on behalf of the Employer must first be credentialed and granted privileges by the Employer, and no physician who has not been credentialed or obtained and maintained such privileges, shall be permitted by the Employer to perform the Services.
- (e) All medical services under this Agreement will be provided either directly by the Physician, or by an intern or resident under the supervision and

responsibility of the Physician in accordance with the “*Guidelines for Payment for Services by Residents and/or Interns*” published by the Medical Services Commission, or a clinical fellow under the supervision and responsibility of the Physician.

9. Third Party Claims

- (a) Each party will provide the other with prompt notice of any action against either or both of them arising out of the Salary Agreement.

10. Medical Liability Protection

- (a) The Physician will obtain and maintain professional malpractice liability protection, at the expense of the Employer, through the Canadian Medical Protective Association or a comparable plan of insurance and will be required to provide the Employer with evidence of the required protection on request.

11. Confidentiality

- (a) The Physician and the Employer shall maintain as confidential and not disclose any patient information, except as required or permitted by law.
- (b) The Physician must not, without the prior written consent of the Employer, publish, release or disclose or permit to be published, released, or disclosed before, during the term of this Agreement or otherwise, any other confidential information supplied to, obtained by, or which comes to the knowledge of the Physician as a result of this Salary Agreement unless the publication, release or disclosure is:
 - (i) necessary for the Physician to fulfill his/her obligations under this Agreement;
 - (ii) required or expressly permitted by an order of the court;
 - (iii) required when giving or when validly compelled to give evidence in a proceeding;
 - (iv) required or expressly permitted by an enactment of British Columbia or of Canada;
 - (v) made in accordance with any other applicable law or rule of law;
 - (vi) made in accordance with the Physician’s professional obligations as identified by the College of Physicians and Surgeons of B.C.; or
 - (vii) in reference to the Physician’s Salary Agreement.

The Physician will notify the employer prior to the publication, release, or disclosure of information under (i) – (vi), above.

- (c) For the purposes of Clause 11(b), information shall be deemed to be confidential where all of the following criteria are met:

- (i) the information is not found in the public domain;
- (ii) the information was imparted to the Physician and disclosed in circumstances of confidence, or would be understood by parties exercising reasonable business judgment to be confidential; and
- (iii) the Employer has maintained adequate internal control to ensure information remained confidential.

12. Conflict of Interest

- (a) During the term of this Contract, absent the written consent of the Employer, the Physician must not perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does give rise to a conflict of interest.
- (b) The parties will attempt to resolve at the local level any question as to whether the Physician has breached or may breach of Clause 12 (a), above. Should they not be able to resolve the issue, it will be referred to mediation and/or arbitration pursuant to the dispute resolution provisions herein.

13. Notices

- (a) Any notice, report, or any or all of the documents that either party may be required to give or deliver to the other in writing, unless impractical or impossible, must be delivered by mail or by hand. Delivery will be conclusively deemed to have been validly made and received by the addressee:
 - If mailed by prepaid double registered mail to the addressee's address listed below, on date of confirmation of delivery.
 - If delivered by hand to the addressee's address listed below on the date of such personal delivery; or
 - If sent by fax to the addressee's fax number listed below, at the time of successful transmission.

Either party may give notice to the other of a change of address or fax number.

Addresses of the Employer

Address of Physician

14. Headings

- (a) The headings in this Agreement have been inserted for reference only and in no way define, limit or enlarge the scope of any provision of this employment agreement.

15. Enforceability and Severability

- (a) If any provision of this Salary Agreement is determined to be invalid, void, illegal or unenforceable, in whole or in part, such invalidity, **voidance**, or unenforceability will attach only to such provision or part of such provision, and all other provisions or the remaining part of such provision, as the case may be, continue to have full force and effect.

16. Working Agreement and Provincial Salary Agreement

- (a) This Agreement is subject to the Second Master Agreement, the current Working Agreement, and the Provincial Salary Agreement, between the British Columbia Medical Association, the Government of British Columbia and the Medical Services Commission, and amendments thereto.
- (b) In the event that during the Physician's employment a new Provincial Salary Agreement comes into effect, the parties agree to meet on notice by one party to the other, to renegotiate and amend the terms of the Salary Agreement to ensure it complies with the new Provincial Salary Agreement.

17. Work Environment

- (a) The Employer, at its discretion, shall provide the Physician with the facilities, equipment, support and supplies that are reasonably required for the Physician to provide the Services. If the Physician disagrees with the Employer's decision on these matters he/she may address them pursuant to Article 12.8 of the Second Master Agreement.

APPENDIX 1

FEE FOR SERVICE AND THIRD PARTY BILLING WAIVER

Physician Name _____

MSP Practitioner Number _____

I acknowledge that the payments paid to me by _____ (Agency) for the Services provided under the terms of the Contract between us dated _____ are payments in full for Services covered by the Contract and provided to the Agency and I will make no other claim for these Services.

Note: If any Services are billable on a fee-for-service basis, they must be specifically excluded here.

Physician's Signature

Date

