

Salaried Physicians' Agreement

April 1, 2012 - March 31, 2014



The Workers' Compensation Board
of British Columbia

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THIS AGREEMENT made this 29th day of May, 2013.

BETWEEN:

Workers' Compensation Board of British Columbia
(“WorkSafeBC”)

AND:

British Columbia Medical Association
(the “BCMA”)

ARTICLE 1 – PREFACE

1.01 Purpose

This Agreement has been entered into by WorkSafeBC and the BCMA (the “Parties”) for the purpose of establishing the terms and conditions of employment of salaried physicians at WorkSafeBC.

1.02 Recognition

WorkSafeBC recognizes the BCMA as the sole representative and agent of the salaried physicians employed by WorkSafeBC in respect of any and every matter in any way related to their terms and conditions of employment, terminations and/or retirements.

1.03 Scope

This Agreement binds the Parties and all salaried physicians employed in the categories set out in Article 5 of this Agreement, and a copy of this Agreement will be provided to each and every salaried physician now employed in such categories and to each physician on the occasion of an offer of employment.

1.04 Duration

This Agreement will have full force and effect from April 1, 2012 to and including March 31, 2014 (the “Expiry Date”).

1.05 Bargaining

Either Party may serve the other Party with written notice of its desire to commence bargaining for the purpose of negotiating a new, amended or revised Agreement during the four (4) month period immediately preceding the Expiry Date, the Re-opening Dates or any subsequent anniversary of the Expiry Date, and, when such notice has been served, the Parties will commence bargaining within sixty (60) calendar days.

WorkSafeBC and the BCMA will make all reasonable efforts to reach a negotiated settlement of a new, amended or revised agreement. Should the parties determine that

they cannot reach a negotiated settlement without assistance, either party may request the assistance of a mediator. The parties shall select a mediator within 10 working days of the date of a written notice from either party requesting mediation. Should the parties fail to agree on a mediator, the Chief Justice of the Supreme Court of B.C. shall be asked to appoint one.

When the mediator is appointed:

- (a) all unresolved items, save those deleted by mutual agreement, will be submitted to the mediator;
- (b) the mediator will:
 - i) direct the parties to resume negotiation without third party assistance for such period of time as the mediator deems appropriate;
 - ii) attempt to mediate a resolution;
 - iii) make non-binding recommendation for settlement; and/or
 - iv) take such other steps as are appropriate and agreed to by the parties; and
- (c) the parties will each pay one half the fees and expenses of the mediator and their own mediation costs.

The parties agree to take the mediator's recommendations back to their respective members for discussion and the parties will then meet again as required to try to complete an agreement.

1.06 Ratification and Retroactivity

- (a) This Agreement and any amending document will not have force and effect until it has been approved by the Public Sector Employers' Council and ratified by WorkSafeBC's Senior Executive Committee and by WorkSafeBC's Board of Directors. If such approval and ratification does not occur within forty-five (45) days of the signing date of this Agreement or amending document, the Agreement or amending document will be deemed not to have been ratified.
- (b) Any terms and conditions of this Agreement which are retroactive in effect will apply as at date of **BCMA** ratification unless otherwise expressly agreed by the parties.

1.07 Changes

- (a) Where legislation or the action of a third party renders any term(s) of this Agreement inoperable or null and void, such term(s) is/are severed from this Agreement and the remaining terms continue to have full force and effect.
- (b) Within sixty (60) calendar days of the date the Parties become aware that a term has been severed as per Sub-clause 1.07 (a), they will, at the request of either Party, meet for the purpose of negotiating a replacement provision.

1.08 Definitions

In this Agreement:

- (a) Close Relative - The term "close relative" includes mother, father, spouse, common-law spouse including same-sex common-law spouse, son, daughter, brother, sister, grandparent or equivalent in-law, and any other person who has acted in loco parentis or any other relative who has been living under the same roof as the salaried physician.
- (b) Parties - The term "parties" means WorkSafeBC and the BCMA.
- (c) Salaried Physician - The term "salaried physician" means a physician registered by the College of Physicians and Surgeons of British Columbia who is an employee of WorkSafeBC and who reports to the management at WorkSafeBC.

1.09 Membership in the BCMA

Salaried physicians will be encouraged to become, and remain, members of the BCMA.

ARTICLE 2 - GENERAL CONDITIONS

2.01 Plans, Terms and Policies

Except where this Agreement provides otherwise, and with the exception of health and welfare plans at Article 13, the terms and conditions of employment of and the plans and policies applicable to salaried physicians are the terms of employment of and the plans and policies applicable to management employees. Any fundamental terms and conditions of employment and any rights or benefits extended to salaried physicians under the aforementioned plans and policies will not be diminished during the term of this Agreement. If the parties are unable to agree on what is fundamental, the matter will be referred to an arbitrator on an expedited basis.

2.02 Sessional Work

Although it is WorkSafeBC's preference and practice to engage sessional physicians on a sessional basis to assist with peak work loads, WorkSafeBC recognizes that there are times when salaried physicians can perform certain sessional work in addition to their regular work without diminishing their ability to meet their obligations as salaried physicians or adversely affecting the normal productivity in their departments. Unless there is a valid reason not to do so, WorkSafeBC will make sessional work which is available outside of the normal hours of work available to salaried physicians before considering sessional physicians for such work. This sessional work will be pre-approved by WorkSafeBC's Medical Manager.

2.03 Professional Costs

- (a) WorkSafeBC will pay the mandatory annual dues required by the College of Physicians and Surgeons of British Columbia, **including the value of the non-member annual tracking fees of the College of Family Physicians of Canada or the Royal College of Physicians and Surgeons of Canada. To be eligible for this reimbursement, salaried physicians must submit the receipt for the non-member annual tracking fee from the CFPC or RCPSC or provide proof of membership or fellowship in the CFPC or RCPSC.**
- (b) Where a salaried physician is a specialist employed for the purpose of providing consultation in that physician's specialty, WorkSafeBC will pay the annual dues of the Royal College of Physicians and Surgeons in Canada.
- (c) To assist with other approved professional costs, WorkSafeBC will reimburse salaried physicians for the actual costs incurred of dues of medical associations and/or sections of medical societies selected by the salaried physician to a maximum of \$1500 per year.
- (d) This clause applies only to those salaried physicians employed by WorkSafeBC at the time dues are paid, at the time a reimbursement is claimed and on January 1st of the same year.

2.04 Extramural Activities

- (a) It is agreed that consideration will be given to requests for individual salaried physicians to engage in research and/or teaching activities, by the director concerned, or designate, when the applicant has been requested to engage in such activities by his or her peers, and where the salaried physician in question possesses recognized expert knowledge and ability in one or more fields of his or her profession.
- (b) It is recognized that WorkSafeBC is the salaried physician's employer and, although remuneration may be provided for extra efforts put forth for other agencies or bodies, the needs of the service, responsibilities of the salaried physician's position with WorkSafeBC, and expected hours of work are to remain unaffected unless some alteration of the normal schedule has been agreed upon by the director concerned, or designate.
- (c) Applications will be considered on an individual basis and each case will be judged on its own merits.

2.05 Indemnity

WorkSafeBC confirms that where an action or a claim is brought against a salaried physician as a result of the salaried physician carrying out functions of his/her employment with WorkSafeBC, WorkSafeBC will conduct the action and may settle or defend the claim and will indemnify and save the salaried physician harmless from costs and/or damages awarded, but WorkSafeBC is not required to give such protection when

the conduct giving rise to the action was wanton or reckless. In considering whether or not to settle an action WorkSafeBC will give due consideration to the maintenance of the salaried physician's professional reputation and the impact of any settlement upon that reputation.

The salaried physician will report to the Chief Medical Officer all complaints to the College of Physicians and Surgeons arising out of his/her employment with WorkSafeBC.

2.06 Deceased Salaried Physician

- (a) When a salaried physician dies while in the service of WorkSafeBC, the period for which salary or long-term disability allowance will be paid for the month in which death occurred will be deemed to be the full month.
- (b) Where a deceased salaried physician had accrued vacation leave to his/her credit at the time of death, payment will be made to the salaried physician's spouse or common-law spouse, or to the salaried physician's estate of an amount equivalent to the pay which would have been receivable by the salaried physician for accrued vacation leave.
- (c) The spouse or common-law spouse, or estate will also receive the cash payout of frozen sick bank, if any.

2.07 Damage or Loss of Personal Property

Where a salaried physician's personal equipment, which is agreed in advance between the salaried physician and WorkSafeBC to be required in the performance of the salaried physician's duties, is lost, stolen or damaged during the course of duties, or where the personal clothing of a salaried physician has been damaged or contaminated arising out of, or in the course of field duties, the actual cost of replacement and/or repair of such equipment or clothing due to the damage or the cost of cleaning the clothing will be paid by WorkSafeBC. Claims will be considered on their own merit.

2.08 Hours of Work

- (a) The usual hours of work for salaried physicians will be based on seven and one half (7½) hours per day and thirty seven and one half (37½) hours per week. It is understood, however, that in keeping with the professional nature of the service being rendered, that hours of work may deviate from the stated hours, according to the needs of the service.
- (b) **Clause 2.08(a) of this Agreement sets out the minimum requirements for hours of work for salaried physicians. Because of the professional nature of the service such physicians provide, there is an expectation by WCB that physicians will willingly, on their own initiative, work additional time as required to ensure each maintains a high quality of service in terms of both quantity and quality measures.**

- (c) In return, WorkSafeBC does not expect to monitor the work schedules of salaried physicians who are allowed reasonable flexibility to alter their work schedules on occasions where that is required by personal circumstances. This is not to detract from the expectation of WorkSafeBC that regular hours of 8:00 a.m. to 4:30 p.m. with a one hour lunch break will be the usual minimum hours.
- (d) In the event that WorkSafeBC management requires sustained extra hours or a substantial additional commitment from one or more salaried physicians, the salaried physicians will receive compensatory allowance by way of time off or additional salary compensation paid at a rate equivalent to that paid to sessional medical advisors.
- (e) For the term of this Agreement, salaried physicians will have access to the same number of Earned Time Off days (ETOs) available to bargaining unit members as of April 1, 2003.

ARTICLE 3 - PHYSICIANS' AFFAIRS COMMITTEE

3.01 Recognition

WorkSafeBC recognizes the members of the Physicians' Affairs Committee (the "PAC") appointed to be the representatives of salaried physicians with authority to resolve complaints and process and settle disputes under this Agreement.

3.02 PAC and BCMA Activities

PAC members will be allowed reasonable time from their duties during normal working hours, without loss of pay, for the purpose of attending to their responsibilities as BCMA and/or PAC members provided that such activities do not interfere with or diminish the salaried physician's ability to meet his/her obligations as an employee of WorkSafeBC and/or adversely affect WorkSafeBC operations. This determination shall be made by the local manager and will not be unreasonably withheld. The parties agree that, subject to the needs of WorkSafeBC being met, a salaried physician may temporarily modify his/her work schedule to accommodate his/her participation in the PAC.

3.03 Representation

A salaried physician is entitled at his/her discretion, to have a PAC member or a BCMA representative present at any meeting with management on an issue which could result in the salaried physician's dismissal or discipline.

ARTICLE 4 - DISPUTE RESOLUTION

4.01 Dispute Resolution Procedure

The Parties agree that disputes should be resolved by discussion between a salaried physician and his or her immediate manager. In the hope that disputes can be resolved amicably, discussions between the individuals involved in any dispute will be encouraged at each step. However, after a dispute has proceeded beyond the first step, such discussions will occur only with a BCMA representative present.

(a) Definition and Cause

Disputes are differences between the Parties that arise concerning:

- (i) the interpretation, application, or any alleged violation of a provision of this Agreement; or
- (ii) the dismissal, discipline or suspension of a salaried physician.

(b) Step One

In general, every salaried physician may seek to settle informally with an immediate manager any dispute which may arise, either with or without a BCMA representative in attendance. Such informal settlement will not be used as precedent by either Party. In the event that the dispute is not settled at this step, the director concerned, or designate, will advise the grievor of the name and telephone number of WorkSafeBC representative designated to handle the dispute at Step Two.

(c) Step Two

The BCMA may submit a dispute, in writing, describing the nature of the complaint and the remedy required, to WorkSafeBC's representative designated to handle disputes at this step, within twenty (20) working days after the date on which the salaried physician:

- (i) was notified in writing of the action or circumstances giving rise to the dispute; or
- (ii) first became aware of the action or circumstances giving rise to the dispute.

A copy of the dispute will be forwarded to the salaried physician's director, or designate.

Within ten (10) working days from the date of the initiation of Step Two, the WorkSafeBC representative will meet with the salaried physician and his/her BCMA representative to attempt to resolve the dispute. If a settlement is not achieved, the WorkSafeBC representative will render a final decision on the dispute within ten (10) working days of the date of the meeting.

4.02 Dispute Date

The date a dispute is referred to the Dispute Resolution Procedure is the earlier of the date on the postmark or the date it is received by the salaried physician's director.

4.03 Referral to Arbitration

Failing satisfactory settlement at Step Two and within twenty (20) working days after a decision has been received or a Step Two response became due, whichever is earlier, either Party may inform the other Party of its intent to submit the dispute to arbitration for final and binding resolution.

4.04 Dismissal or Suspension Dispute

In the case of a dispute arising from a salaried physician's dismissal or suspension, Step One of the Dispute Resolution Procedure will be bypassed and the dispute will be submitted at Step Two of the Dispute Resolution Procedure.

4.05 Deviation From Procedure

WorkSafeBC agrees that, after a dispute has been formally submitted by the BCMA at Step Two, the WorkSafeBC representative will not conduct discussion or negotiation with respect to the dispute, either directly or indirectly, with the aggrieved salaried physician without the consent of a BCMA representative.

4.06 Contemporaneous Actions

In the event that, after having initiated a dispute through the Dispute Resolution Procedure, a salaried physician endeavors to pursue the issue(s) raised by the dispute in any other forum, the BCMA agrees that the dispute will be deemed to have been permanently abandoned.

4.07 General Interpretation Dispute

Where either Party to this Agreement disputes the general application, interpretation, or alleged violation of this Agreement, the dispute will be discussed initially by WorkSafeBC's Director of Labour Relations and the BCMA's Director of Negotiations or their designates within twenty (20) working days of the date the Party first became aware of the action or circumstances giving rise to the dispute. Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration.

4.08 Group Disputes

A single dispute comprised of complaints on behalf of two or more salaried physicians may be filed.

4.09 Procedural Errors

In the spirit of this Agreement, it is the intent of the Parties that a dispute will not be invalidated due to procedural errors provided such errors have no essential bearing on the substance of the dispute and/or prejudice the interests of either Party.

4.10 Time Limit Extensions

The time limits in this Article may be extended only by mutual agreement, in writing, between the BCMA and WorkSafeBC.

4.11 Arbitration

Where a dispute is unresolved after exhausting the Dispute Resolution Procedure, it may be submitted for final and binding resolution to arbitration within the time limit stipulated in Clause 4.03. The Party submitting the dispute to arbitration will, at the same time, notify the other Party of such action by copy of the submission.

(a) Single Arbitrators

Where a Party has notified the other Party of its intention to submit a dispute to arbitration the dispute will be adjudicated by a single arbitrator agreed to by the Parties.

Should the Parties fail to agree upon an arbitrator within twenty (20) calendar days of the date the dispute is submitted to arbitration, the British Columbia International Commercial Arbitration Centre (BCICAC) in Vancouver, British Columbia, will be requested to appoint one.

(b) Arbitration Panels

Within seven (7) working days of receipt of a notice that hearing dates are to be set, either Party may indicate to the other Party that it wishes to have the matter heard by a three person panel. Both Parties will then have seven (7) working days to name one appointee to the three-member panel.

(c) Arbitration Procedure

A single arbitrator or arbitration panel will determine procedure in accordance with the *Commercial Arbitration Act* and will give full opportunity to both Parties to present evidence and make representations. The arbitrator or panel will hear, define and determine the issue(s) in the dispute and will make every effort to render a decision within thirty (30) calendar days of the conclusion of the hearing.

(d) Jurisdiction

The decision of the arbitrator or panel will be final, binding and enforceable on both Parties and on any salaried physician(s) affected by it. The arbitrator or panel, however, will not have the power to add to, alter, modify or amend any of

the provisions of this Agreement. In determining a termination dispute the jurisdiction of the arbitrator includes the potential for reinstatement where the circumstances merit.

(e) Clarifications

Should the Parties disagree as to the meaning of the arbitrator's or panel's decision, either Party may apply to have the decision clarified. The arbitrator or panel will make every effort to do so within seven (7) working days of receipt of the application.

(f) Costs

Each Party will bear its own costs and pay one-half of the fees and expenses of the arbitrator or neutral chair.

4.12 Joint Dispute Resolution Committees

At any time between the date a dispute is referred to arbitration and the date an arbitrator is appointed, either Party may refer the dispute to a Joint Dispute Resolution Committee (a "JDRC").

(a) Referral

The Party wishing to have a dispute heard by a JDRC will provide written notice of the referral to the other Party. The notice will contain the name of that Party's nominee to a three-member JDRC.

(b) Response

The Party receiving notice of a referral to a JDRC will acknowledge receipt of the notice within five (5) working days of the date such notice is received and the response will contain the name of that Party's nominee to the JDRC.

(c) Chairs

JDRCs will, alternately, be chaired by the BCMA's Director of Negotiations and WorkSafeBC's Director of Labour Relations or their designates. The Chairperson will have voice but no vote regarding the determinations and/or decisions made by the JDRC.

(d) Time Limits

The JDRC will hear and decide a dispute or decide that it cannot reach a decision regarding the dispute within twenty (20) working days of the date a dispute is referred to it. During this period, time will not run in respect of the time limits in this Article.

(e) Decisions

A JDRC will render its decisions verbally and, although such decisions will be recorded in the meeting minutes that will be kept and binding on the Parties, they are without prejudice to any interpretation or application of the Agreement.

(f) Costs

Each Party will bear its own costs.

(g) Privilege

All of the discussions that take place at JDRC meetings will be privileged and, accordingly, neither Party may communicate the contents of these discussions in any other forum and the minutes of such meetings are not subject to production in any other proceeding.

ARTICLE 5 - CATEGORIES

5.01 Prerequisites

The term "Medical Advisor" refers to salaried Medical Advisors working at WorkSafeBC. All salaried physicians employed by WorkSafeBC will:

- (a) be in possession of a recognized medical degree which is acceptable to the College of Physicians and Surgeons of British Columbia;
- (b) be registered by the College of Physicians and Surgeons of British Columbia;
- (c) if acting as a specialist, be in possession of a valid and current certificate or fellowship certificate of the Royal College of Canada; and
- (d) consent to a request for a Certificate of Professional Standing/Conduct from the College of Physicians and Surgeons of British Columbia as required from time to time by WorkSafeBC. In addition, WorkSafeBC may make such requests on an annual basis. Where requested by WorkSafeBC and where there is a charge levied for the certificate, WorkSafeBC will cover the cost or provide reimbursement to the salaried physicians upon proof of purchase.

5.02 Categories

(a) Medical Advisor (Entry Level)

Salaried physicians in this category will be graduates with two or fewer years of experience following internship, or who have completed a residency in Family Medicine and obtained the certification of the C.C.F.P., or physicians resuming relevant practice after an absence of more than five years and who have completed a "refresher course" of at least three months. Subject to satisfactory

performance as determined by a physician in management, progression to the Medical Officer I level will occur at any time in the first year, at the discretion of the director concerned, or designate.

(b) Medical Advisor I

Salaried physicians in this category will preferably have five or more years of experience as a general practitioner subsequent to completion of internship or be medical specialists in a field unrelated to WorkSafeBC work. This involves no direct supervisory responsibilities but a physician in this category may be required to assist in the basic training and orientation of new salaried physicians or may be required to carry out special duties.

(c) Medical Advisor II

This category applies to salaried physicians with supervisory and administrative responsibility over other salaried physicians and/or to salaried physicians with special skills, education or experience relevant to their duties or responsibilities as determined by WorkSafeBC.

(d) Medical Specialist

This will be a salaried physician with specialist qualifications who is practicing his/her specialty.

ARTICLE 6 - SEVERANCE

6.01 Termination With Cause

WorkSafeBC may, at any time, terminate a salaried physicians's employment without notice or pay in lieu of notice if WorkSafeBC has just cause for termination.

6.02 Termination Without Cause

WorkSafeBC may, at any time, terminate a salaried physician's employment on notice or by making payment in lieu of notice. The amount of notice or payment in lieu of notice afforded a physician terminated under this provision shall be calculated in accordance with common law and statutory standards, having regard to the *Public Sector Employers' Act* and any applicable regulations.

6.03 Notice

Where WorkSafeBC terminates a salaried physician's employment without cause, it will give working notice (the "Notice Period") which is consistent with common law standards.

During the Notice Period the salaried physician's salary will be continued in periodic payments. Where the salaried physician continues to work all benefits will continue.

Where he/she is not required to work benefits, except sick leave and long term disability, will continue.

WorkSafeBC may decide to pay the salaried physician a lump sum payment rather than periodic payments in which case neither salary nor benefits will be paid for the period covered by the lump sum.

WorkSafeBC and the salaried physician may negotiate an alternative form of disability insurance for the Notice Period in instances where the salaried physician receives a lump sum payment or non-working notice with salary continuance.

During the working Notice Period a salaried physician will perform his/her regular functions or such other medical advisor functions as WorkSafeBC shall require.

6.04 Retraining

A salaried physician who has been terminated without cause and who has been employed at WorkSafeBC for more than three years, shall be considered for participation in the Clinical Competency Program of British Columbia (the "Program"). The recommendations of the Program should meet the College of Physicians and Surgeons of BC's requirements of physicians changing their scope of practice, so as to enable a physician to return to active practice. It is the intention of this clause that a physician may retrain to the level of practice he/she held prior to employment by WorkSafeBC.

Upon presentation of supporting documentation, WorkSafeBC shall reimburse the salaried physician for the cost of the Program assessment and any tuition fees, materials and associated costs as approved by WorkSafeBC, relating to courses recommended by the Program. These costs will normally be claimed within one year of the date of the assessment.

Unless the parties agree otherwise, a salaried physician will enroll in the Program at the first available opportunity.

The Notice Period and the retraining period shall run concurrently.

6.05 Disputes

Disputes under this Article are subject to Article 4.

ARTICLE 7 - RESIGNATIONS

7.01 Salaried physicians resigning from WorkSafeBC will make every reasonable effort to give a minimum of one month's notice.

7.02 As a courtesy, however, where possible notice of resignation of three (3) to six (6) months is viewed as more appropriate.

ARTICLE 8 - RETIREMENT ALLOWANCE

- 8.01 Except where a salaried physician is terminated for cause, he or she will be entitled to a retirement allowance on the following basis:

<u>Completed Years of Continuous Service</u>	<u>Retirement Allowance</u>
10 to 14 years	Four (4) weeks' salary plus twenty (20) percent of four (4) weeks' salary for each year completed in the period following the completion of ten (10) years of service.
15 to 19 years	Eight (8) weeks' salary plus twenty (20) percent of four (4) weeks' salary for each year completed in the period following the completion of fifteen (15) years of service.
20 to 24 years	Twelve (12) weeks' salary plus twenty (20) percent of four (4) weeks' salary for each year completed in the period following the completion of twenty (20) years of service.
25 years or more	Sixteen (16) weeks' salary

- 8.02 Nothing in clause 8.01 prohibits WorkSafeBC from paying a retirement allowance in exceptional circumstances to a salaried physician who is terminated for cause.
- 8.03 Salaried physicians receiving long-term disability allowance will be eligible for this retirement allowance on the basis of the salaried physician's accumulated years of service and, where the long-term disability allowance has been in effect for more than five (5) years, where the word "salary" appears in Clause 8.01 it will be deemed to mean "long-term disability allowance".

ARTICLE 9 - CONTINUING MEDICAL EDUCATION

WorkSafeBC recognizes the importance of salaried physicians maintaining their currency in the practice of medicine. To this end, WorkSafeBC will support the continuing education activities of salaried physicians, as follows:

- 9.01 Every two (2) calendar years each salaried physician must accumulate fifty (50) Category 1 Study Credit Hours of Continuing Medical Education ("CME") which is reasonably related to the salaried physician's regular work.

- 9.02 Subject to operational requirements, each salaried physician must schedule and take ten (10) days of paid Mandatory CME Leave every two (2) calendar years for the purpose of obtaining the CME described in Clause 9.01.
- 9.03 For purposes of 9.02, the ten (10) days over two (2) years will be reduced based on voluntary leaves. This reduction will be calculated based on the prorated amount of time off on a voluntary leave during the two (2) years prior to a request for CME. Voluntary leaves include leaves under Articles 14.07 Parental Leave, 14.08 General Leave of Absence Without Pay, 14.13 Self Funded Leave Plan and 14.14 Education Leave. It is understood that Salaried Physicians that work on a less than full-time basis will have their ten (10) days entitlement pro-rated to the equivalent of the part-time status.
- 9.04 Each salaried physician will be reimbursed for CME related expenses and/or for the cost of educational materials (where such materials are relevant to the salaried physician's practice at WorkSafeBC) to a maximum of \$5,200 every two (2) calendar years. WorkSafeBC retains the sole discretion to allow for re-imbursement of costs over this maximum for an individual salaried physician if in its opinion the circumstances warrant such an increased re-imbursement. Salaried physicians are also entitled to be reimbursed up to \$500 per year for general tuition costs related to their work at WorkSafeBC. Courses taken under this reimbursement program require approval of their supervisor prior to taking the course. This \$500 reimbursement program is in lieu of the amount available through policy to all staff.
- 9.05 WorkSafeBC will, no more than two times in two calendar years, pay the cost of travel to and from the Lower Mainland, or another airport in more reasonable proximity to the salaried physician's work location, in accordance with WorkSafeBC's *Business Travel and Expense Policy*, for those salaried physicians permanently assigned to a work location outside of the Lower Mainland and travelling for the purpose of attending the CME course as described above.

ARTICLE 10 - STATUTORY HOLIDAYS

10.01 Paid Holidays

The following are designated as paid holidays:

New Year's Day
Good Friday
Easter Monday
Victoria Day
Canada Day
British Columbia Day

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day
Family Day

10.02 Alternate Paid Holidays

Whenever one of the aforementioned holidays fall on a Saturday or Sunday, WorkSafeBC will designate another day for observance of such holiday.

10.03 Additional Paid Holidays

Salaried physicians will also be entitled to a holiday with pay on any other day proclaimed as a public holiday by the Government of Canada, or the Government of British Columbia, and any other day the salaried physician's office is closed to observe a local holiday.

ARTICLE 11 - ANNUAL VACATIONS

11.01 Vacation Entitlement

- (a) During the first year of service a full-time salaried physician will earn vacation entitlement on a pro rata basis, the calculation being the number of completed months of services related to the full year entitlement of twenty (20) working days, with the result rounded to the nearest full day.

- (b) In subsequent years, for the period 1 January to 31 December, salaried physicians will earn vacation entitlement on the basis of completed years of service prior to 31 December, in the year of entitlement, as follows:

First five (5) years	Twenty (20) working days
Six (6) years	Twenty one (21) working days
Seven (7) years	Twenty two (22) working days
Eight (8) years	Twenty three (23) working days
Nine (9) years	Twenty four (24) working days
Ten (10) or more years	Twenty five (25) working days
Fifteen (15) or more years	Thirty (30) working days
Twenty (20) or more years	Thirty five (35) working days

One time only:

Twenty five (25) years or more	Five (5) days
Thirty (30) years or more	Five (5) days

- (c) No salaried physician will receive more than one (1) entitlement in any calendar year except for entitlement carried forward from one calendar year to the next calendar year.
- (d) Effective January 1, 2008, a salaried physician may carry forward from one calendar year to the next calendar year a maximum of ten (10) working days of vacation entitlement. This maximum may only be exceeded where unused vacation entitlement remains as a result of prolonged illness of the salaried physician.
- (e) If a salaried physician does not wish to utilize more than twenty (20) working days' vacation in one calendar year, the salaried physician may elect to receive payment in lieu of vacation in blocks of not less than five (5) working days at the salary rate in effect on the date of payment. This election may be made at any time during the vacation year. The election is to be made by written notice at

least thirty (30) days before the date of payment and the date of payment will not be earlier than one (1) week prior to the commencement of the twenty (20) days vacation required to be taken. The election, once made, can only be changed with the agreement of the director concerned, or designate.

- (f) A salaried physician who terminates employment, regardless of the reason, will not be eligible to take accrued vacation during the thirty (30) day period that preceeds the date of termination. Where a salaried physician submits a resignation giving more than thirty (30) days' notice, vacation entitlement may be utilized in the period prior to the thirty (30) days that precedes the date of termination. Unused vacation entitlement will be paid out at the hourly rate in effect on the date of payment. If, at time of termination, a salaried physician has received paid vacation in excess of the vacation earned, the excess will be deducted from the payments made to that salaried physician at termination.

11.02 Scheduling of Annual Vacations

- (a) The scheduling and taking of vacations will be on a calendar year basis.
- (b) A salaried physician earns entitlement according to the applicable provisions of Sub-clause 11.01 (b), prorated in any year according to the actual service time rendered by such salaried physician during the calendar year.
- (c) Where, upon termination, a salaried physician has utilized more vacation than he or she is entitled to on the foregoing basis, WorkSafeBC will recover the unearned portion from any funds owed to that salaried physician.
- (d) A single vacation period which overlaps the end of a calendar year (31 December) will be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to, but adjoining 31 December, will not be considered as vacation carryover nor as service choice for the subsequent vacation year.
- (e) The provisions of Sub-clause 11.02 (d) do not prohibit a salaried physician from combining the entitlement for two vacation years, where approval to do so has been granted by the director concerned, or designate.
- (f) The director concerned, or designate, will schedule vacation leave for all salaried physicians. Every consideration should be given to each salaried physician's wishes as to the timing of vacation periods, consideration must also be given to the operational requirements of each portion of the service. Every effort must be made to schedule at least twenty (20) days vacation leave in one uninterrupted period for each salaried physician.
- (g) In the case of conflict regarding scheduling, the affected salaried physicians will make a reasonable effort to resolve the conflict to their mutual satisfaction. If such a resolution is not attained, length of service will be used to determine priority access to vacation time.

ARTICLE 12 - ILLNESS AND DISABILITY

12.01 Sick Leave

- (a) Sick leave means the period of time a salaried physician is absent from work with full pay by virtue of being sick, disabled or quarantined as certified by a qualified medical practitioner. Management may dispense with the certificate for absences of five (5) working days or less.
- (b) Sick leave entitlement is earned at one and one-half (1-1/2) working days for each completed calendar month of service minus any period during which sick leave benefits have been paid.
- (c) For the purpose of calculating sick leave entitlement, time absent on vacation, earned sick leave, leaves of absence with pay and leaves of absence without pay of ten (10) working days or less will be included.
- (d) A salaried physician who has been in the service of WorkSafeBC for six (6) months, or more, and who has exhausted all earned sick leave entitlement, may borrow against future earned sick leave entitlement at one and one-half (1-1/2) working days for each full month of service to a maximum of fifteen (15) working days. Outstanding borrowed sick leave must be repaid from any funds due the salaried physician should the salaried physician leave the service of WorkSafeBC for any reason.
- (e) A salaried physician who leaves the service of WorkSafeBC for any reason will receive fifty (50) percent of accumulated sick leave credits as of 30 June 1984 in cash less any deductions made pursuant to clause 12.01(d).
- (f) The cash payout in Sub-clause 12.01(e) will be the dollar value of the accumulated sick leave credits as of 30 June 1984 increased by the same percentage as the general increases applied to the Salary Scale – Appendix B, after 30 June 1984 and up to the time of leaving the service of WorkSafeBC.
- (g) In the case of a home confined illness of a child of a salaried physician and when no proper arrangements can be made to provide for the care of the ill child, the salaried physician will be entitled, after providing reasonable notice to the director concerned, or designate, to use the number of working days necessary to care for the ill child, provided the salaried physician has sick leave entitlement. Such leave will be with pay and will be deducted from the salaried physician's sick leave accumulation. This provision is limited to a maximum of six (6) days from a salaried physician's current year's sick leave and ten (10) days in any one calendar year.

12.02 Workers' Compensation Leave

- (a) A salaried physician in receipt of time loss benefits under the *Workers' Compensation Act* will be considered to be on Workers' Compensation Leave,

with pay. In such cases the time loss benefits payable under the *Act* will be remitted to WorkSafeBC.

- (b) While a salaried physician is on a Workers' Compensation Leave all benefits of the Agreement will continue to accrue. Such salaried physician will receive wages and benefits equal to but not exceeding his or her normal entitlement had he or she not suffered a compensable injury. However, paid holidays, vacation credits, and sick leave will not continue to accrue once the claim exceeds twenty-six (26) weeks.

12.03 Long-Term Disability

- (a) A salaried physician who is totally disabled from work by reason of sickness or injury and who has exhausted all sick leave entitlement, upon application will be paid an allowance of seventy-five (75) percent of the first **\$2,891.80** of biweekly regular salary **effective April 1, 2012 (\$2,949.64 biweekly effective April 1, 2013)** and sixty-six and two-thirds (66 2/3) percent of the remainder of biweekly salary in effect on the day the salaried physician last worked for WorkSafeBC, less any time loss benefits due under the *Workers' Compensation Act* and benefits due under the Canada Pension Plan, subject to the following conditions:
 - (i) In qualifying for this benefit, total disability is defined as the inability to perform the important and the major duties of one's regular job. After receiving this benefit for twenty-four (24) months, it is defined as the total inability to perform one's own job or to perform any duties, which might normally fall within the scope of duties, performed by salaried physicians for WorkSafeBC.
 - (ii) The salaried physician must have been in the service of WorkSafeBC for six (6) months or more at the time disability occurs.
 - (iii) Fifteen (15) working days must have elapsed since the salaried physician was last paid regular salary or sick leave entitlement during which time the salaried physician may elect to receive payment for earned vacations or sick leave borrowed pursuant to Clause 12.01 (d).
 - (iv) Application for allowance must occur during the six (6) months immediately following the day the salaried physician was last paid regular salary or sick leave entitlement.
 - (v) Where a salaried physician has returned to work following a period of disability accepted as an LTD claim and then suffers a subsequent total disability related to, or as a consequence of, the original total disability, before a period of one year has passed since the salaried physician resumed work, the fifteen (15) day qualification will be waived as it would be considered a reopening of the original claim.
 - (vi) The salaried physician must be under the regular and personal care of a registered Physician. The salaried physician must follow any prescribed

treatment program. The insurance carrier acting on behalf of WorkSafeBC is entitled to receive copies of any medical records or opinions which exist regarding a salaried physician claiming, or in receipt of this allowance which are relevant in determining the salaried physician's entitlement to allowance. Permission of the salaried physician to obtain this documentation must be secured; however, salaried physicians who refuse permission must recognize the insurance carrier may not be able to determine eligibility for allowance. Such information is confidential and is to be confined to the adjudication of entitlement.

- (vii) The total disability must not be the result of an intentional self-inflicted injury or illness, or be directly related to armed forces service, war or voluntary participation in rebellion, insurrection, civil disobedience or riot.
 - (viii) The salaried physician must submit to regular examinations by her/his physician and must ensure that the insurance carrier, acting on behalf of WorkSafeBC, receives the medical reports and updates required to adjudicate and manage the LTD claim. WorkSafeBC will cover the cost of these exams and reports, subsequent to the initial exam related to the specific disability.
 - (ix) The biweekly salary referred to in (a) above is subject to the same general percentage increase as applied to Clause 16.01 (Salary Scales).
 - (x) The salaried physician must be a permanent resident in Canada, except where this requirement has been waived by the Board and approved by the insurance carrier.
 - (xi) When the total disability is a direct consequence of salaried, contracted or hourly paid employment for other than the Board, and the salaried physician is entitled to other income as a result of the same sickness or injury, and through that other employment, the benefits from this plan will be reduced by one hundred percent (100%) of such other disability income.
 - (xii) The salaried physician must have applied for benefits due under the Canada Pension Plan. When CPP or WCB benefits are received for periods coincident with periods during which the LTD allowance was paid, such CPP and WCB benefit will be paid to the Board.
- (b) The long-term disability allowance will continue so long as the salaried physician remains totally disabled and will cease when the salaried physician dies, reaches sixty-five (65) years of age, recovers or engages in salaried, contracted or hourly paid employment, whichever occurs first.
- (c) Whenever a salaried physician receiving long-term disability allowance recovers sufficiently to perform some duties for WorkSafeBC, and it is medically sound

for the salaried physician to do so, WorkSafeBC will have the right to assign, and will assign, the salaried physician to rehabilitative employment on a part-time or full-time basis. Rehabilitative employment may require the salaried physician to perform any of the duties of a salaried physician employed by WorkSafeBC. WorkSafeBC will endeavor, where feasible, to return the salaried physician to the same, or a similar position to the one that salaried physician had when the long-term disability first occurred.

- (d) A salaried physician assigned to rehabilitative employment will be paid the rate for the position assigned or at the same step in the same range the salaried physician was at when the salaried physician last worked, whichever is the greater. Thereafter, the salaried physician will receive no salary increase until the second general increase applied to the salary matrix after the date of return to work. The second salary increase will adjust the salaried physician's salary. The difference in salary between the salaried physician's existing salary and the rate for the job being performed will be treated as an allowance which will be reduced by any advancement in salary due to any reason other than general increases referred to above. Where the assignment to work is less than full time, the salary paid will be proportional to time worked and the long-term disability allowance will be paid for the proportion necessary to complete a regular working day.
- (e) WorkSafeBC will deny coverage for long-term disability to a salaried physician for disabilities related to a disease or injury for which s/he obtained medical care within the 90-day period immediately preceding the date of employment. Obtaining medical care will include visiting or consulting a physician or paramedical practitioner, taking tests or receiving medication. This restriction will be removed when a salaried physician has completed one year of coverage under the LTD plan without being disabled by the restricted condition. The existence of pre-existing medical conditions will be determined at the point of LTD adjudication. Where a question arises as to whether, or not, a claim for payment of allowance involves an identified pre-existing condition, that question may be referred to a review committee under the provisions of Clause 12.04.
- (f) During the period of allowance WorkSafeBC will maintain coverage of MSP, extended health, group life and dental insurance subject to the salaried physician paying the usual share of costs borne by salaried physicians who are actively at work.
- (g) On 1 April, in each year, the disability allowances in effect will be adjusted by a percentage equivalent to the rise in the Consumer Price Index (for Canada) for the immediately preceding twelve (12) month period, provided there has been a general increase in wages and salaries since the date the disability allowance became effective.
- (h) No salaried physician will suffer a loss of any entitlement earned prior to the commencement of a long-term disability allowance solely because of having qualified to receive such allowance.

- (i) Those in receipt of long-term disability allowance continue to be considered salaried physicians for as long as they continue to receive such allowance.
- (j) For the first twenty-six (26) weeks that a salaried physician is in receipt of long-term, disability allowance, the salaried physician will continue to accumulate service and all benefits accrued through length of service. However, these entitlements will apply only if, and when, the salaried physician returns to active employment with WorkSafeBC for a period of not less than one (1) calendar month. The benefits of this provision may not be claimed more than once in any five (5) year period.
- (k) For all other periods during which a salaried physician is in receipt of long-term disability allowance, the salaried physician will be considered as having a status equivalent to leave of absence without pay.
- (l) A salaried physician will lose the right to return to any specific job where a long-term disability allowance exceeds fifty-two (52) weeks. WorkSafeBC will have the authority to assign the salaried physician, should the salaried physician recover from disability, to any position WorkSafeBC deems to be within the salaried physician's competence, pursuant to the salary provisions of 12.03(d).
- (m) Where a salaried physician is totally disabled from work by reason of sickness or injury and the cause of the sickness or injury is such that an action lies against some person, WorkSafeBC is subrogated to the rights of the salaried physician to recover lost wages in the action to the extent that payments are made to the salaried physician under the provisions of this article, except that the salaried physician will be entitled to recover through such action the difference between payments made by WorkSafeBC and one hundred percent (100%) of the wages lost. Provided, however, that the salaried physician will be entitled to such portion of the damages in the nature of wage loss recovered in an action as will reimburse the salaried physician for sick leave entitlement utilized as a result of the sickness or injury.
- (n) WorkSafeBC may in its sole discretion provide conditions more generous than those provided herein.

12.04 Review Committee

- (a) Where a question arises as to whether or not a salaried physician is totally disabled and/or the extent to which a salaried physician is able or unable to perform his or her regular duties by reason of a partial disability, such question will be referred to a review committee within thirty (30) calendar days of the date the question arises or an LTD Plan allowance is denied by WorkSafeBC.
- (b) A review committee will be composed of three medical doctors; one designated by the salaried physician, one designated by WorkSafeBC and a third selected by the designates of WorkSafeBC and the salaried physician. No doctor will be selected or designated who has treated the salaried physician or has acted as a consultant in the treatment of the salaried physician.

- (c) The review committee will examine the salaried physician and subsequently render a decision within sixty (60) calendar days as to whether or not the salaried physician is totally disabled under the LTD Plan and/or the extent to which the salaried physician is capable of performing all or some of his or her duties by reason of partial disability. The majority decision of this review committee will be binding upon all concerned.
- (d) In determining whether a salaried physician is wholly disabled the Review Committee will be governed by the definition of disability contained in Clause 12.03 (Long Term Disability) of this agreement.
- (e) The Parties will bear the expenses of their own designates and will equally share the expenses of the third doctor selected.
- (f) Where there is not a majority decision on the part of any review committee, a new committee will be established in accordance with the procedures in this Clause.
- (g) During the period pending a decision, a salaried physician will continue to be covered by group life, extended health, dental and medical plans.
- (h) Where a majority decision of a review committee finds that a salaried physician is totally disabled that decision will have a retroactive application back to the date the salaried physician became disabled.

ARTICLE 13 - HEALTH AND WELFARE PLANS

13.01 Medical Services Plan

- (a) During the term of this Agreement, salaried physicians will have the option of obtaining health insurance coverage under the Medical Services Plan of British Columbia now in force or a similar plan if the Medical Services Plan of British Columbia is terminated, the premiums to be paid by WorkSafeBC. During the term of this Agreement, salaried physicians will have the option of obtaining extended health insurance under the Pacific Blue Cross Extended Health Plan, or a similar plan if the Pacific Blue Cross Plan is terminated and WorkSafeBC is able to obtain one, the premiums paid by WorkSafeBC.

Salaried physicians who have retired due to age or invalidity and are in receipt of a monthly superannuation allowance have the option of continuing under the medical plans subject to a similar payment of premiums.

- (b) Existing extended health benefits under this provision are listed in Appendix B and will not be reduced throughout the term of this document.

13.02 Group Life Insurance

Salaried physicians will have group life insurance under a Group Life Insurance Policy at three (3) times annual salary to a maximum value of four hundred thousand dollars (\$400,000) adjusted to the next highest one thousand dollars (\$1,000), plus accidental death and dismemberment coverage at two and a half (2.5) times annual salary to a maximum value of two hundred fifty thousand dollars (\$250,000). The premiums are to be paid one hundred percent (100%) by WorkSafeBC.

13.03 Business Travel Insurance

During the term of this Agreement, salaried physicians will have coverage under a Business Travel Accident Insurance policy with a face value of \$500,000. The premiums will be paid by WorkSafeBC.

13.04 Dental Plan

- (a) During the term of this Agreement, salaried physicians will have the option of obtaining dental insurance under the Pacific Blue Cross Dental Plan, or a similar plan if the Pacific Blue Cross Plan is terminated and WorkSafeBC is able to obtain one, the premiums to be paid by WorkSafeBC.
- (b) Existing benefits under this Clause are 100% basic, 70% major and 60% orthodontics to a maximum of \$2,000.

13.05 Health and Welfare Plans After Age 65

Basic Accidental Death and Dismemberment, MSP, Extended Health and Dental coverage is provided to salaried physicians who are 65 years of age and over in the same manner and amounts provided to salaried physicians under the age of 65. Basic Accidental Death and Dismemberment coverage continues on that basis until age 70 or retirement. Basic Group Life Insurance coverage is reduced by 50% at age 65 and is further reduced by 10% each year thereafter until the salaried physician reaches age 70, at which time the coverage is reduced to and maintained at \$10,000 until retirement. Basic Group Life Insurance coverage ceases at retirement. Long Term Disability Plan coverage ceases at age 65.

ARTICLE 14 - LEAVES OF ABSENCE

14.01 Bereavement Leave

- (a) A salaried physician will be allowed time off with pay for any necessary period of absence not exceeding one (1) week occasioned by the death of a close relative. The period of absence will not normally exceed three (3) days unless the salaried physician is obligated to leave the locality where the salaried physician resides.

- (b) Additional leave of absence without pay will not unreasonably be withheld if requested. Satisfactory proof of their necessity for a salaried physician to take additional leave of absence under this Article may be required.

14.02 Court Leave

- (a) A salaried physician called upon to perform jury duty or subpoenaed to be a witness, will be allowed time off with pay to the extent necessary to perform his/her duties. Arrangements for such time off will be made in advance with the salaried physician's supervisor. Jury and witness fees received by the salaried physician who takes time off as provided herein will be paid to WorkSafeBC. Where the salaried physician is excused from duty, the salaried physician must return to work if he/she could by doing so perform no less than two (2) hours work that day.
- (b) In cases where a salaried physician is a plaintiff, a defendant, or an accused in matters not directly related to their duties with WorkSafeBC, such leave to attend court will be without pay.

14.03 Examination Leave

Leave of absence with pay may be granted for a salaried physician to write any Employer-approved examination.

14.04 Maternity Leave

- (a) Upon request, a salaried physician will be granted up to seventeen (17) weeks maternity leave of absence. A minimum of six (6) weeks of such leave must be taken immediately subsequent to the date of birth, unless a salaried physician requests otherwise. At least thirty (30) days prior to the expected date of delivery the salaried physician must notify WorkSafeBC of the date she wishes her leave to commence.
- (b) If a salaried physician's pregnancy is terminated prior to the salaried physician requesting leave or prior to leave commencing pursuant to Sub-clause 14.04(a), the salaried physician will be granted a leave of absence without pay for up to fifteen (15) weeks subject to appropriate medical certification.

Should the salaried physician be incapable of working after the completion of this leave, she may avail herself of sick leave provisions subject to appropriate medical certification.

- (c) The provisions of Sub-clause 14.04(f) will be applicable to the aforementioned fifteen (15) week unpaid leave of absence provided the salaried physician satisfies the criteria outlined in this Clause.

(d) Supplementary Employment Benefits

The Board will supplement Employment Insurance Benefits received by a salaried physician during the leave to a maximum of seventy-five percent (75%) of regular salary as follows:

- i. For leaves granted pursuant to Clause 14.04 to a maximum of seventeen (17) weeks.
- ii. For leaves granted pursuant to Clause 14.05 to a maximum of thirty (30) weeks.
- iii. For leaves granted pursuant to Clause 14.06 to a maximum of thirteen (13) weeks.

(e) During Leaves of absences granted pursuant to (a), (b) or (d), WorkSafeBC will continue coverage of MSP, extended health, group life insurance, superannuation, and dental insurance subject to the salaried physician paying the usual share of costs borne by salaried physicians who are actively at work. Vacation entitlement earned as at the date leave commences, is retained but does not continue to accrue during the period of leave. Sick leave entitlement and service will continue to accrue but new accrual will not be credited until the salaried physician returns to work for at least one (1) month following any leaves granted under the terms of this Article.

(f) Medical complications of pregnancy will be covered by sick leave provisions where applicable, up to the date leave is to commence in (a), (b) or (d).

(g) WorkSafeBC may require a salaried physician to provide a doctor's certificate indicating the salaried physician's general condition during pregnancy and the expected date of delivery.

(h) Following maternity leave, the salaried physician will return to her former position (i.e. classification and location).

(i) All maternity leaves of absence will be taken under this Clause and will not be subject to other leaves of absence contained in this Agreement.

(j) A salaried physician will be entitled to use sick leave for medical reasons resulting from pregnancy and birth of a child, subject to appropriate medical certificates.

14.05 Adoption Leave

A salaried physician who is an adoptive parent is entitled to parental leave pursuant to Clause 14.06.

14.06 Parental Leave

Leave of absence of thirty-seven (37) consecutive weeks – or thirty-five (35) consecutive weeks in the case of a birth mother who takes maternity leave under

Sub-clause 14.04(a) – will be granted within the fifty-two (52) weeks immediately following the date of birth. Where possible, thirty (30) calendar days' written notice in advance of the expected commencement date for such leave is required. Where both parents are employees of the Board, this leave may be shared between the two parents.

14.07 General Leave of Absence Without Pay

- (a) Salaried physicians who have completed one (1) year of service with WorkSafeBC may apply for, and where practical, will be granted a leave of absence without pay for up to ten (10) consecutive working days. This leave may only be granted once during a salaried physician's second (2nd) year of service, and will not usually be granted in conjunction with leaves of absences granted in Article 9.
- (b) Salaried physicians who have completed two (2) consecutive years of service with WorkSafeBC may apply for, and where practical, will be granted a leave of absence without pay for up to twelve (12) consecutive months. Generally no subsequent request for such leave of absence will be granted until the expiry of three (3) further consecutive years of service after the last granted leave of absence under this Article. Leaves of absence without pay in excess of ten (10) working days will not be granted where a salaried physician has vacation entitlement which could be utilized except that the granting of leaves in conjunction with vacations is at the discretion of the director concerned, or designate.

14.08 Armed Forces Reserve Leave

A salaried physician who is a member of the Armed Forces Reserve may be granted leave of absence without pay for not more than ten (10) working days per year to attend training camps in addition to annual vacation.

14.09 Compassionate Leave

- (a) In the case of a serious illness of a close relative a salaried physician will be allowed time off with pay for any necessary period not exceeding two (2) days.
- (b) If more than two (2) days is required by reason of travel or otherwise, the salaried physician may make application to the director concerned, or designate, for additional time off, in which event the salaried physician will be permitted Leave of Absence Without Pay (Clause 14.07) provided that the total time off to be allowed with respect to the illness of a relative, without pay, will not exceed one (1) week.
- (c) Additional leave of absence without pay will not be unreasonably withheld if requested.
- (d) Satisfactory proof of the necessity for additional leave of absence under this Article may be required.

- (e) Except in exceptional circumstances, serious illness will be defined as illness requiring hospitalization and/or emergency treatment.

14.10 Self Funded Leave Plan

Salaried physicians may choose to participate in WorkSafeBC's Self Funded Leave Plan.

The Self Funded Leave Plan will be administered by an outside agency and participating salaried physicians will bear the cost of such administration.

14.11 Education Leave

Leave of absence without loss of pay, benefits or service and/or with other or alternate financial assistance arranged between WorkSafeBC and the salaried physician concerned may, at the sole discretion of the director concerned, or designate, be granted to allow a salaried physician to participate in courses to improve qualifications in the service where the connection between the course and WorkSafeBC's operations is positive and direct.

14.12 General Conditions Concerning Leaves of Absence Without Pay

Except for the special provisions of Article 12, Illness and Disability, and for Maternity Leave, above, all salaried physicians on leave of absence without pay in excess of ten (10) working days will retain any vacation entitlement, sick leave entitlement and service accumulated as at the date the leave commences but will not continue to accrue such benefits or be entitled to any other benefits. However, they will be allowed to retain MSP, extended health, group life insurance and dental coverage by prepaying the full cost.

ARTICLE 15 - ALLOWANCES AND EXPENSES

15.01 Relocation Allowances

- (a) Whenever a salaried physician is transferred by WorkSafeBC to another locality at the request of WorkSafeBC or moves as a result of a successful application for a position, and whenever such transfer or move is to a locality over forty (40) kilometers from the location of the salaried physician's present position, WorkSafeBC will pay the cost of:
 - (i) moving all furniture and personal belongings of the salaried physician and the salaried physician's family to the new residence;
 - (ii) transportation and interim accommodation for the salaried physician and the salaried physicians' family for a period not exceeding one (1) month;
 - (iii) whenever the salaried physician is selling a home, the actual expenses incurred to a maximum sum of \$8,500 for legal and real estate costs associated with the sale of that home and its replacement, payable upon submission of supporting documentation;

- (iv) whenever the salaried physician is moving a household, a moving allowance of \$800 to cover personal costs involved in the move, e.g. costs for draperies and rugs, electrical hook-ups, etc., payable upon submission of supporting documentation.
- (b) The salaried physician will be granted up to two (2) days off with pay, exclusive of travelling time, for the purpose of packing, unpacking and supervising the activities of the commercial mover.
- (c) Where WorkSafeBC is not required by this Clause to pay moving expenses it may in its own discretion do so.
- (d) The word "home" herein will include mobile home, apartment, condominium, strata lot or any other such place of residence.
- (e) Notwithstanding (a), a salaried physician will not be eligible for moving expenses if the salaried physician is moving as a result of personal preference or through applying for a position at a new location and the salaried physician has already been paid, or is being paid, moving expenses by WorkSafeBC in respect of another move which occurred within twenty-four (24) months preceding the salaried physician's request or application for relocation.
- (f) A salaried physician who has received reimbursement for moving expenses in accordance with the provision of (a), and then terminates within twelve (12) months of the relocation, for any reason, excluding only death, will reimburse WorkSafeBC, one hundred percent (100%) of the reimbursement.
- (g) WorkSafeBC will approve regulations for the administration of this Clause.

15.02 Motor Vehicle Allowance

- (a) Where a salaried physician is authorized to use a personal motor vehicle on WorkSafeBC business an allowance will be paid for all distances so traveled to cover all motor vehicle operating expenses regardless of the number of passengers carried, as follows:

Effective January 1, 2010: 52¢ per kilometre

- (b) The amount in (a) will be adjusted to equate to those established by WorkSafeBC, at any time, for the majority of its employees.
- (c) Where a salaried physician uses a personal motor vehicle on WorkSafeBC business so as to require an additional insurance premium for business use, WorkSafeBC will pay such additional premium.
- (d) In the event of an accident occurring involving a salaried physician's own motor vehicle while being operated for WorkSafeBC business, WorkSafeBC will reimburse the salaried physician to a maximum one hundred dollars (\$100) deductible, subject to submission of proof that the salaried physician incurred such cost.

- (e) WorkSafeBC will provide substitute transportation if needed as a result of an accident to the personal motor vehicle of a salaried physician while on WorkSafeBC business.

15.03 Travelling Expenses

- (a) Meals at the rates set out in (b) will be included in expense accounts when a salaried physician is away from home overnight on WorkSafeBC business; or if the salaried physician is sent on an assignment which requires that the salaried physician leave home before 06:30 (6:30 a.m.) or arrive home after 18:30 (6:30 p.m.); or where the requirements of the assignment necessitate that the salaried physician travel more than forty (40) kilometers radius in one direction from his/her office (in this case, the salaried physician must have purchased a meal to qualify for meal allowance and proof of meal purchase may be required); or at the discretion of the director concerned, or designate, where the requirements of an assignment make it more practical to have a meal away from home.

- (a.1) The amount in (a) will be adjusted to equate to those established by WorkSafeBC, at any time, for the majority of its employees.

- (b) A salaried physician engaged in duties requiring travelling away from the salaried physician's place of residence will be allowed actual costs of lodgings and reasonable per diem rate for meals based on the total for breakfast, lunch and dinner. Where fewer than three meals are required in a day, the allowance will be as follows:

	Breakfast	Lunch	Dinner
Effective April 1, 2011:	\$13.50	\$15.50	\$25.50

- (c) Where a salaried physician is on assignment away from the salaried physician's usual place of residence for an extended period of time, and when the salaried physician on such assignment returns to his/her usual place of residence before the completion of the assignment, travel will be on the salaried physician's own time and the following will be allowed as valid expenses:

- Transportation expenses supported by receipts not to exceed air fare to the usual place of residence, and back to the area in which the salaried physician is required to work after each five (5) working days away from the usual place of residence.
- In addition to air fare, the actual cost, supported by receipts, of parking and/or ground transportation for a complete round trip. Each trip to the usual place of residence is to be removed from the last by five (5) working days including public holidays.

- (d) Where a salaried physician is away from home overnight on WorkSafeBC business, the salaried physician will be paid as follows:

Effective April 1, 2008:	\$8.00 per night
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The expense of long distance telephone calls back to the salaried physician's regular area of residence for personal or personal business reasons will be allowed as reimbursable expenses. In any week where the salaried physician is away **from** home for more than forty-eight (48) hours, one five-minute call is allowed. Alternatively, where the salaried physician is away from home continuously for more than ninety-six (96) hours, a total of fifteen (15) minutes in calls will be allowed.

- (e) Any salaried physician required to travel on WorkSafeBC business will be entitled to a reasonable travel advance to cover anticipated expenses.
- (f) A salaried physician on business for WorkSafeBC will receive time off in lieu if travel occurs outside of normal working hours. This provision does not apply to travel for non-business purposes and, without limiting the generality of the exception, does not apply to travel that takes place during a period of vacation or other paid or unpaid leave of absence. WorkSafeBC will make reasonable efforts to schedule the time off on dates requested by the salaried physician. If WorkSafeBC is unable to schedule the time off within ninety (90) days, it will make payment in lieu to the salaried physician at straight time.

ARTICLE 16 - SALARIES

16.01 Salary Scale

- (a) There will be an increase to wages for salaried physicians as follows:
 - **April 1, 2012 – 2%**
 - **April 1, 2013 – 2%**

Salary grids are attached at **Appendix A**.

16.02 Special Increment

Where a salaried physician has been at the maximum of a specific salary grouping for a period of seven (7) years, and where the performance of the salaried physician justifies an increase, the salaried physician will be entitled to a salary increase equivalent to one salary increment regardless of any changes to the salary range due to annual adjustments during the seven (7) year period. Should subsequent promotion occur, the special increment will be withdrawn on the effective date of the promotion. In the case of an involuntary demotion including a demotion arising from a redundancy or reclassification, the time accumulated at the higher level grouping before downgrading will be included in the calculation of the seven (7) years qualifying period.

16.03 Substitution

Where a salaried physician is designated to assume the responsibilities of a more senior position on a relief basis, for a period exceeding one (1) full work day, the salaried physician will be paid at the minimum of the salary range for the position assumed or at a step in that salary range which is next above the salaried physician's regular salary.

Payment is to be retroactive to the date the responsibilities of the senior position were assumed.

ARTICLE 17 - LIAISON COMMITTEE

17.01 A Liaison Committee shall be created to discuss matters concerning education, communication, development and to consult on WorkSafeBC policies relevant to clinical practice.

Issues arising out of the interpretation and applications of this Agreement will be referred to PAC pursuant to Article 3.01.


The Liaison Committee shall consist of two representatives from each of the salaried physicians and WorkSafeBC. This does not preclude the parties from agreeing to have two representatives of the sessional physicians on the Liaison Committee. The Committee will elect its Chair, who shall be either a salaried physician or a WorkSafeBC representative, and will determine its procedures.

The Liaison Committee shall meet a minimum of three times per calendar year and the period between successive meetings shall not exceed six (6) months.


WorkSafeBC will re-imburse a salaried physician member for travel expenses incurred in order to attend a Liaison Committee Meeting.

Signed at Vancouver, British Columbia:

Signed this 7 day of August 2013


Dr. William Cunningham
For the BCMA

Signed this 26 day of July 2013


Eric Janes
For the Workers' Compensation Board of BC
(WorkSafeBC)

APPENDIX A – Salary Table

Effective Date	Job Title	Year 1	Year 2	Year 3	Special Increment
April 1, 2012 2% increase	Medical Advisor I	\$149,983	\$159,777	\$169,565	\$176,232
	Medical Advisor II	\$156,651	\$166,231	\$176,232	\$185,846
	Medical Specialist	\$166,231	\$176,232	\$185,846	\$193,640
April 1, 2013 2% increase	Medical Advisor I	\$152,983	\$162,973	\$172,956	\$179,757
	Medical Advisor II	\$159,784	\$169,556	\$179,757	\$189,563
	Medical Specialist	\$169,556	\$179,757	\$189,563	\$197,513

Effective Date	Job Title	Minimum	Maximum
April 1, 2012	Medical Advisor (Entry Level)	\$139,353	\$145,817
April 1, 2013	Medical Advisor (Entry Level)	\$142,140	\$148,733

APPENDIX B – Benefits

Health and Welfare Benefits Information

The information in this Appendix is intended as a summary of various benefits and services. As such, it cannot contain all the details in the agreement, applicable legislation and benefits contracts. In the event of any discrepancy or misunderstanding, benefits will be administered according to Article 13 of this agreement, the official plan documents, and the applicable legislation.

Extended Health Plan

The extended health plan pays 100% of in-province eligible expenses. The plan also pays 100% of eligible out-of-province expenses.

Other services have a financial limit to use as follows:

Service	Limits
Chiropractor/ Naturopath combined	\$500 per person per calendar year (not including acupuncture or x-rays)
Physiotherapist/ Massage Practitioner combined	\$500 per person per calendar year
Podiatrist	\$500 per person per calendar year (not including x-rays or appliances)
Acupuncture	\$500 per person per calendar year
Speech Therapist	\$500 per person per calendar year
Orthopedic Shoes (when diagnosed and prescribed by a Physician, podiatrist, or chiropractor for congenital or post-traumatic foot problems)	\$400 per adult and \$200 per child per calendar year (including repairs and modifications but not including orthotic devices or arch supports)
Orthotics	\$400 per person per calendar year
Counselling Services	\$2,000 per person per calendar year; includes licensed clinical psychologists and counselors and therapists with a minimum of Masters level degree in a counselling related discipline such as counselling therapy
Private Duty Nursing in a Hospital in the patient's province of residence (when ordered by the Attending Physician or Surgeon)	Private duty care for the management of an acutely ill patient by a registered nurse for a maximum of 30 days per person per calendar year.
Home Care Nursing	\$1,000 per person per calendar year

Hearing Aids

Adults up to age 65 and dependent children to a maximum of \$2,500 per person over a five (5) calendar year period

Wigs and Hairpieces

Must be required as a result of medical treatment or injury; \$1,000 per person over a five (5) calendar year period

Corrective Lenses and Frames or Contact Lenses

\$350 per person every two (2) calendar years; includes prescription sunglasses (charges for safety goggles – plain or prescription - are not covered)

Eye Examinations

\$75 maximum every two (2) calendar years

Other services covered, with limitations, include charges for oxygen, blood and blood plasma, permanent prosthetic appliances, crutches, casts and splints, ostomy and ileostomy supplies and wheelchairs.

The lifetime maximum amount of benefits payable for a member or dependent is \$1,000,000.

(Please refer to your *Benefits Handbook* for eligible out-of-province expenses.)

APPENDIX C – Letters

This letter replaces Gord Van Dyck's letter of May 13, 1997

Ms Cathy Cordell
Assistant Director of Negotiations
British Columbia Medical Association
#115 – 1665 West Broadway
Vancouver, BC, V6J 5A4

Dear Ms Cordell:

Re: Article 5 – Medical Advisor II ("MA II")

MA IIs are medical advisors with special skills, education and experience relevant to the duties or responsibility as determined by WorkSafeBC.

Salaried Physicians who are appointed as Medical Advisors, Rehabilitation Center Physicians or Occupational Health Medical Officers (i.e., not appointed as Medical Specialists) will be MA IIs if they have one of the following qualifications:

- a)
 - F.R.C.S.C. in Orthopedics, Neurosurgery or General Surgery
 - American Specialty Boards in Occupational Medicine, Physical Medicine, Rheumatology or Neurology
 - F.R.C.S.(E), F.R.C.S. (Ed.) or F.R.A.C.S.
 - F.R.C.P.C. in Occupational Medicine, Physical Medicine, Rheumatology or Neurology
 - F.R.C.P. (L) or M.R.C.P. (L)
- b) American Specialty Boards in Occupational Medicine, Physical Medicine, Rheumatology, Neurology, or Pain Medicine.
- c) Certification in relevant specialty (e.g. certificate in Occupational Medicine (C.C.B.O.M.), certification in Sports Medicine, Diploma in Industrial Health (D.I.H.)
- d) Masters level preparation relevant to the assigned duties and Responsibilities (e.g. M.H.Sc., MBA, Executive MBA)
- e) Fellowship from American Academy of Disability Evaluating Physicians (A.A.D.E.P. employer assist)
- f) Three years full-time continuous training in Orthopaedics, Neurosurgery, General Surgery, Occupational Medicine, Physical Medicine, Neurology or Rheumatology.

Salaried Physicians in the Occupational Health Department will be MA IIs if they have the following:

- F.R.C.P. in Dermatology, Respiratory Medicine, Infectious Diseases or Clinical Immunology and Allergy.

Salaried Physicians with special skills, education and experience relevant to the duties and responsibility of a MA II, other than the preceding, may be submitted to the Executive Director of Rehabilitation and Medical Services Division, who will assess the qualifications and determine whether the Salaried Physician should be designated a MAII.

Yours truly,

"Beverley Burns"

Beverley J. Burns
Director, Labour Relations

May 29, 2006

Cathy Cordell
Assistant Director, Negotiations
BCMA - Suite 115
1665 West Broadway
Vancouver, B.C. V6J 5A4

Re: Article 2.05 – Indemnity

Dear Cathy:

This letter shall confirm that it is the practice of the Workers Compensation Board (WCB) to notify salaried physicians in the event that an action or claim is brought against them as a result of the physician carrying out functions of his/her employment with WorkSafeBC. We foresee this practice continuing in the future.

Yours truly,

"Carolynn Ryan"

Carolynn Ryan
Director, Labour Relations

cc: Dr. Don Graham
Gord van der Eerden

May 29, 2006

Cathy Cordell
Assistant Director, Negotiations
BCMA - Suite 115
1665 West Broadway
Vancouver, B.C. V6J 5A4

Re: ETO program for Salaried Physicians at WorkSafeBC

Dear Cathy:

As requested in collective bargaining in May 2006, I provide the following information on how the ETO program applies to WorkSafeBC Salaried Physicians. The basics of this information was outlined to the Salaried Physicians via the PAC members from Ailve McNestry, Manager, Medical Services, on October 7, 2003.

- Existing physicians have advised Medical Management whether or not they are participating in the ETO (Earned Time Off) program (coded as PTO for Salaried Physicians). This decision can be reversed by advising payroll that the Salaried Physician will withdraw from the program. This decision can be made anytime within a quarter to be effective the following quarter. New Salaried Physicians are asked whether or not they would like to participate in the program at time of documentation
- ETO is pro-rated for part-time employees, or those on self-funded leave.
- Each full-time physician is provided with a bank of the equivalent of 13 ETO days in January, in exchange for which they agree to work an extra 26 minutes daily.
- 3 ETO days must be taken in each of the first three quarters, and 4 (or the balance remaining) in the fourth quarter.
(If ETO cannot be taken in a quarter, because of operational requirements in the office, they can be paid out or carried over to the next quarter, but unused ETO cannot be carried over more than one quarter.)
- ETO can be taken in ¼ days, ½ days, ¾ days, or full days.
- Any Salaried Physician who does not make a reasonable attempt to schedule ETO within the quarter will have unused ETO deleted from their ETO bank.
- The ETO program is a fully-funded program therefore the ETO bank is reduced by 26 minutes for each day that a Salaried Physician is off sick, for CME or other reasons. At the beginning of the 4th quarter, physicians will be advised if their ETO entitlement is so reduced. If a physician has taken more ETO than their entitlement, this time will be recovered at the end of the year.

I trust this provides the information you require.

Yours truly,

"Carolynn Ryan"

Carolynn Ryan
Director, Labour Relations

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