

Salaried Physicians' Agreement

April 1, 2022 - March 31, 2025

WorkSafeBC and the Doctors of BC acknowledge and thank the Indigenous Peoples on whose territories we are privileged to work and live, and recognize that our work spans many Territories and Treaty areas. We support the role of Indigenous Peoples as traditional stewards and caretakers of these lands, and aim to build meaningful, respectful relationships with Indigenous communities throughout the province.



The Workers' Compensation Board
of British Columbia

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THIS AGREEMENT made this **29th day of June 2023**.

BETWEEN:

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

AND:

British Columbia Medical Association
(“Doctors of BC”)

ARTICLE 1 – PREFACE

1.01 Purpose

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

1.02 Recognition

WorkSafeBC recognizes Doctors of BC 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, **2022** to and including March 31, **2025** (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 Doctors of BC 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 Doctors of BC 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 Doctors of BC.
- (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 Doctors of BC

Salaried physicians will be encouraged to become, and remain, members of Doctors of BC.

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.

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 **\$2,270 per year effective January 1, 2024.**

Should this funding be insufficient to cover the actual costs incurred by salaried physicians for dues of medical associations and/or sections of medical societies, physicians may supplement the cost by using funding for CME as per Sub-clause 9.03(a)(ii).

- (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 **their** peers, and where the salaried physician in question possesses recognized expert knowledge and ability in one or more fields of **their** 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

- (a) Subject to subsection (b), WorkSafeBC agrees that where an action, claim or proceeding is brought against a salaried physician as a result of:

- (i) any act, omission or decision of the salaried physician that was within the jurisdiction of WorkSafeBC, or that the salaried physician believed was within the jurisdiction of WorkSafeBC; or
- (ii) as a result of the salaried physician otherwise carrying out functions of their employment with WorkSafeBC,

WorkSafeBC will indemnify and hold harmless the salaried physician from and against all loss, liability and expense (including judgments, amounts paid or to be paid in settlement, costs of investigation, and lawyers' fees and expenses) whether or not the action, claim or proceeding involves WorkSafeBC as a party, will conduct the action, claim or proceeding and may settle or defend the claim, unless the act, omission, decision or 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.

- (b) A "Professional Complaint" is a conduct complaint or other report made with respect to the salaried physician to a medical professional regulatory body having jurisdiction over the salaried physician and any appeal or review of such complaint to the Health Professions Review Board or other equivalent administrative appeal tribunal. Where a Professional Complaint is brought against a salaried physician as a result of:
 - (i) any act, omission or decision of the salaried physician that was within the jurisdiction of WorkSafeBC, or that the salaried physician believed was within the jurisdiction of WorkSafeBC; or
 - (ii) as a result of the salaried physician otherwise carrying out functions of their employment with WorkSafeBC,

and the salaried physician is entitled to an indemnity and defence under subsection (a), in relation to the Professional Complaint, the salaried physician may elect to have WorkSafeBC provide the indemnity and defence in relation to the Professional Complaint as set out in subsection (a) or may elect to seek counsel and defence from the Canadian Medical Protective Association (CMPA). If the salaried physician decides to seek counsel and defence from CMPA and CMPA agrees to provide such defence, the salaried physician will forgo the indemnity and defence as set out under subsection (a) with respect to the Professional Complaint only. WorkSafeBC will provide all reasonable assistance to CMPA to support the defence of the salaried physician.

- (c) The salaried physician will provide a copy of a Professional Complaint or notice of an action, claim or proceeding arising from the circumstances set out in subsection (a) to the Chief Medical Officer promptly upon receipt.
- (d) The parties acknowledge that WorkSafeBC and the salaried physicians are subject to the *Freedom of Information and Protection of Privacy Act* RSBC 1996 chapter 165 ("FIPPA"), and all claim file records and other WorkSafeBC records relating to the Professional Complaint, action, claim or proceeding must be accessed, used and disclosed only in accordance with FIPPA. When the salaried physician elects to seek counsel and defence from CMPA, WorkSafeBC will work with the salaried physician and CMPA with respect to obtaining disclosure of records relevant to the counsel and defence pursuant to FIPPA.

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) Unpaid wages at the time of death will be paid to the surviving spouse in accordance with Part 6 of the British Columbia *Wills, Estates and Succession Act*. In the event there is no surviving spouse, unpaid wages will be paid to their estate. Any other amounts owing to the deceased employee at the time of death will be paid to their estate.

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 WorkSafeBC 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 Doctors of BC 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 Doctors of BC and/or PAC members provided that such activities do not interfere with or diminish the salaried physician's ability to meet **their** 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 **their** work schedule to accommodate **their** participation in the PAC.

3.03 Representation

A salaried physician is entitled at **their** discretion, to have a PAC member or a Doctors of BC 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 **their** 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 Doctors of BC 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 Doctors of BC 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

Doctors of BC 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 **their** Doctors of BC 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 Doctors of BC 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 Doctors of BC 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, Doctors of BC 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 Doctors of BC'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 Doctors of BC 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 Doctors of BC’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 Advisor I level will occur automatically on the first year anniversary of the physician's start date or at any earlier 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 licensed general practitioner 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 special skills, education or experience relevant to their duties or responsibilities as determined by WorkSafeBC or where a salaried physician has met the criteria as outlined in Appendix C.

(d) Medical Specialist

This will be a salaried physician with specialist qualifications who is practicing **their** specialty.

ARTICLE 6 - SEVERANCE

6.01 Termination With Cause

WorkSafeBC may, at any time, terminate a salaried **physician'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 **they are** 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 **their** 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 **they** 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, **they** 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 as mandated by their appropriate regulatory bodies. To this end, WorkSafeBC will support the continuing medical education (“CME”) activities of salaried physicians, as follows:

- 9.01 Subject to operational requirements, each salaried physician may schedule and take up to ten (10) days of paid CME Leave every two (2) calendar years for the purpose of obtaining the CME described above.
- 9.02 For purposes of 9.01, 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, 14.11 Self Funded Leave Plan and 14.12 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.

9.03 CME Funding

- (a) **Each salaried physician will be entitled to CME funding to reimburse for CME related expenses every two (2) calendar years. Effective January 1, 2023, full-time salaried physicians will be entitled to a maximum of \$6,625 of CME funding.**

CME funding must be relevant to the salaried physician’s practice at WorkSafeBC and be directed to:

- (i) CME related expenses and/or for the cost of education materials;
and/or
- (ii) **Dues of medical associations and/or sections of medical societies where the funding under Sub-clause 2.03(c) is insufficient. Such funding shall not exceed \$1,000 every two (2) calendar years.**
- (b) WorkSafeBC retains the sole discretion to allow for re-imbusement of costs over this maximum for an individual salaried physician if in its opinion the circumstances warrant such an increased re-imbusement. In addition, salaried physicians are also eligible for WorkSafeBC's Tuition Reimbursement Policy for management employees.
- (c) **The funding for CME related expenses will be pro-rated for salaried physicians who work on a part-time basis.**
- (d) Upon request, WorkSafeBC will provide salaried physicians the amount of CME paid out to the salaried physician in the previous calendar year and the amount of CME funds available for the remainder of the two (2) year reporting cycle.

9.04 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 | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| British Columbia Day | Family Day |
| Day for Truth and Reconciliation | |

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 precedes 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 **they are** 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
 - (i) has been in the service of WorkSafeBC for six (6) months, or more,
 - (ii) has exhausted all earned sick leave entitlement, and
 - (iii) has applied for long-term disabilitymay 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) 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.

A salaried physician is entitled to use a maximum of six (6) days from their current year's sick leave and ten (10) days in any one calendar year for leaves combined under Sub-clauses 12.01(e) and (f).

- (f) **Where no proper arrangements can be made, a salaried physician will be entitled, after providing reasonable notice to their supervisor and provided they have sick leave entitlement, to use up to a maximum of one (1) day to provide care and/or assistance to a relative who is:**
 - (i) **65 years of age or older; and,**
 - (ii) **the salaried physician's parent, parent-in-law, spouse, sibling, grandparent, grandparent-in-law, or any other relative who lives under the same roof as the salaried physician.**

Such leave will be with pay and will be deducted from the salaried physician's sick leave accumulation.

A salaried physician is entitled to use a maximum of six (6) days from their current year's sick leave and ten (10) days in any one calendar year for leaves combined under sub-clauses 12.01(e) and (f).

Assistance under Sub-clause 12.01 (f) includes: transportation to/from medical, dental, paramedical appointments; attendance with relatives at legal, housing, driving, medical, dental, and paramedical meetings/appointments.

- (g) A salaried physician will be entitled, after reasonable notice to their supervisor and provided the salaried physician has sick leave entitlement, to use sick bank hours to attend, in-person, virtually, or on the phone, counselling appointments with licensed clinical psychologists, counsellors and therapists with a minimum of masters level degree in counselling related discipline such as counselling psychology. A salaried physician may use one (1) hour per work day, up to twelve (12) sick bank hours in a calendar year, to attend such counselling appointments.

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 **their** normal entitlement had **they** 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 biweekly regular salary as detailed in the table below

| Date Effective | Biweekly salary |
|-------------------|-----------------------------|
| 2022/04/01 | \$3,499.06 |
| 2023/04/01 | \$3,735.25 |
| 2024/04/01 | \$3,809.95 (minimum) |

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 three (3) 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's 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 intentionally self-inflicted injury or illness, **unless medical evidence establishes that the injury or illness is related to a mental health condition**, 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 **their** 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 WorkSafeBC 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 WorkSafeBC, 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 WorkSafeBC.
- (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 **they** 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, **accidental death and dismemberment insurance**, 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 **their** 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 **their** 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, **accidental death and dismemberment insurance**, 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 Extended Health Plan, or a similar plan if the 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 plan 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 and Accidental Death and Dismemberment 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 Plan, or a similar plan if the 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 **insurance**, 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 **insurance** 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 **their** 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 **they** 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 Cultural Leave for Indigenous Employees

- (a) **Indigenous employees are entitled to up to two (2) days' leave with pay per calendar year to observe or participate in traditional Indigenous activities that connect these employees to their culture and language.**
- (b) **A minimum of two (2) weeks' notice is required for leave under Clause 14.04(a). Where two (2) weeks' notice is not possible due to the unpredictable nature of the event, then as much notice as possible shall be provided. Such leave shall not be unreasonably withheld.**

14.05 Maternity Leave

- (a) Upon request, a salaried physician will be granted up to seventeen (17) consecutive 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 **they** wish **their** 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 14.05(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, **they** may avail **themselves** of sick leave provisions subject to appropriate medical certification.

- (c) The provisions of Sub-clause 14.05(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**

WorkSafeBC 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 14.05 to a maximum of fifteen (15) weeks, in addition to the Employment Insurance waiting period week(s).
 - ii. For leaves granted pursuant to Clause 14.06 to a maximum of thirteen (13) weeks, inclusive of the Employment Insurance waiting period week(s).
 - iii. For leaves granted pursuant to Clause 14.07 to a maximum of thirteen (13) weeks, inclusive of the Employment Insurance waiting period week(s).
- (e) During Leaves of absences granted pursuant to (a), (b) or (d), WorkSafeBC will continue coverage of MSP, extended health, group life insurance, **accidental death and dismemberment 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 continues 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 **their** 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.

14.06 Adoption Leave

A salaried physician who is an adoptive parent is entitled to parental leave pursuant to Clause 14.07.

14.07 Parental Leave

Leave of absence of thirty-seven (37) consecutive weeks – or thirty-five (35) consecutive weeks in the case of a **salaried physician** who takes maternity leave under Sub-clause 14.05(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 WorkSafeBC, this leave may be shared between the two parents.

Vacation entitlement continues to accrue during the period of leave.

14.08 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.

14.09 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.

14.10 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 14.08) 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.

14.11 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.

14.12 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.

14.13 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, **accidental death and dismemberment 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:

Every January 1, the per kilometer mileage allowance will be reviewed and adjusted to the maximum tax-exempt mileage allowance as determined by the Canada Revenue Agency (CRA).

- (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 **their** 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 (b) and (d) 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, 2022: | \$16.00 | \$18.00 | \$30.00 |

(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 **their** 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, 2022:** **\$10.00 per night**

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, 2022: Increase all rates of pay by a flat rate of \$0.25 per hour and a 3.24% General Wage Increase (GWI).**
 - **April 1, 2023: Increase all rates of pay by a 6.75% GWI. (Note: Year 2 GWI is based on recognition of a COLA amount of 1.25% in addition to a 5.5% wage increase.)**
 - **April 1, 2024: Increase all rates of pay by the annualized average of BC CPI over twelve months starting on March 1, 2023 to a minimum of 2.0% and a maximum of 3.0%, subject to Re: Cost of Living Adjustments.**

Re: Cost of Living Adjustments

The parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out starting on April 1, 2024, the “annualized average of BC CPI over twelve months” means the *Latest 12-month Average (Index) % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The *Latest 12-month Average Index*, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average % Change* is reported publicly by BC Stats in the monthly BC Stats Consumer Price Index Highlights report. The BC Stats Consumer Price Index Highlights report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February.

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 – PHYSICIAN LIAISON COMMITTEE

17.01 Physician Liaison Committee

- (a) The **Physician Liaison Committee (PLC)** will discuss matters concerning education, communication, development and will consult on WorkSafeBC policies relevant to clinical practice **or Medical Advisors.**
- (b) **The PLC will discuss issues that affect Medical Advisors' workload. WorkSafeBC will share relevant information and, where possible prior to implementation of the Medical Services Department, consult on changes that materially affect workload in order to obtain feedback that may be considered in the planning and implementation of the change.**
- (c) Issues arising out of the interpretation and applications of this Agreement will be referred to PAC pursuant to Article 3.01.
- (d) The **PLC** 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 **PLC**. The **PLC** will elect its Chair, who shall be either a salaried physician or a WorkSafeBC representative, and will determine its procedures.
- (e) The **PLC** shall meet a minimum of three times per calendar year and the period between successive meetings shall not exceed six (6) months. **Either party may request an ad hoc meeting.**
- (f) WorkSafeBC will re-imburse a salaried physician member for travel **expenses** incurred in order to attend a **PLC** meeting.

Signed this 17th day of Nov 2023:



Handwritten signature of Joshua Greggain in black ink. Below the signature, the text "PRESIDENT, DOCTORS OF BC" is printed in a small, sans-serif font.

Dr. Joshua Greggain, President
For Doctors of BC

Signed this 16th day of November, 2023:



Handwritten signature of Brenda Lyons in blue ink.

Brenda Lyons
For WorkSafeBC

APPENDIX A – Salary Table

| Effective Date | Job title | Year 1 | Year 2 | Year 3 | Special Increment |
|--|--------------------|------------------|------------------|------------------|--------------------------|
| April 1, 2022 \$0.25 + 3.24% increase | Medical Advisor I | \$180,995 | \$192,782 | \$204,560 | \$212,584 |
| | Medical Advisor II | \$189,019 | \$200,548 | \$212,584 | \$224,153 |
| | Medical Specialist | \$200,548 | \$212,584 | \$224,153 | \$233,534 |
| April 1, 2023 6.75% increase | Medical Advisor I | \$193,212 | \$205,794 | \$218,368 | \$226,933 |
| | Medical Advisor II | \$201,777 | \$214,085 | \$226,933 | \$239,283 |
| | Medical Specialist | \$214,085 | \$226,933 | \$239,283 | \$249,297 |
| April 1, 2024 2% Increase* | Medical Advisor I | \$197,076 | \$209,910 | \$222,735 | \$231,472 |
| | Medical Advisor II | \$205,813 | \$218,367 | \$231,472 | \$244,069 |
| | Medical Specialist | \$218,367 | \$231,472 | \$244,069 | \$254,283 |

| Effective Date | Job Title | Minimum | Maximum |
|-----------------------|-------------------------------|------------------|------------------|
| April 1, 2022 | Medical Advisor (Entry Level) | \$168,202 | \$175,979 |
| April 1, 2023 | Medical Advisor (Entry Level) | \$179,556 | \$187,858 |
| April 1, 2024 | Medical Advisor (Entry Level) | \$183,147 | \$191,615 |

***Note: The 2024 rate may be increased up to another 1.0% if the COLA is triggered.**

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 for the first ninety (90) days of each trip.

The extended health plan pays for generic drugs and medicines legally requiring a prescription, including oral contraceptives. Where there is no appropriate generic drug available, or where there is a medical reason for a brand name drug, the cost of the brand name drug will be reimbursed in accordance with the plan.

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 | \$850 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/Occupational Therapist combined | \$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 | Private duty care for the management of an |

| | |
|--|--|
| patient's province of residence (when ordered by the Attending Physician or Surgeon) | 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 | \$500 per person every two (2) calendar years; includes prescription sunglasses (charges for safety goggles – plain or prescription - are not covered) |
| Eye Examinations | \$150 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.)

Health Spending Account (HSA)

Salaried Physicians have access to a HSA that can be used to pay for health and dental expenses in excess of those covered under Appendix B. The HSA can also be used to cover health and dental expenses eligible under the *Canada Revenue Agency Income Tax Act*.

Effective October 5, 2023: \$1,000.00 total per calendar year

Effective January 1, 2024: \$1,150.00 total per calendar year

Subject to CRA rules, any unused allocation in the current calendar year can be carried over to the end of the following calendar year.

APPENDIX C – Letters

This letter replaces Eric Janes' letter in the 2014 – 2019 Agreement

Mr Paul Straszak
Chief Negotiator
Doctors of BC
#115 – 1665 West Broadway
Vancouver, BC, V6J 5A4

Dear Mr Straszak:

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

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

Salaried Physicians who are classified as MA I (i.e., not appointed as Medical Specialists) will be promoted to or appointed as MA IIs if they have one of the following qualifications. The effective date of the appointment will be the first day worked after achieving one of the following qualifications:

- a) Physicians who have obtained a specialist designation recognized in Canada, or who have obtained a Certification, or who have completed at least three years full time continuous training in any one of the following areas of specialty:
 - (i) Orthopedics
 - (ii) Neurosurgery
 - (iii) General Surgery
 - (iv) Occupational Medicine
 - (v) Physical Medicine/Rehabilitation
 - (vi) Rheumatology
 - (vii) Neurology
 - (viii) Pain Medicine
 - (ix) Sports Medicine
 - (x) Addiction Medicine
 - (xi) Plastic Surgery
 - (xii) Psychiatry
 - (xiii) Emergency Medicine
 - (xiv) Public Health
- b) Diploma in Industrial Health (D.I.H.)
- c) Masters level preparation relevant to the assigned duties and Responsibilities (e.g. M.H.Sc., MBA, Executive MBA)
- d) Fellowship from the International Academy of Independent Medical Evaluators
- e) American Board of Independent Medical Examiner Designation (ABIME).

f) Foundations course in Occupational Medicine with successful completion of ACBOM

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.

Applications for promotions by Salaried Physicians who do not have the qualifications listed above, but who possess other, similar special skills, education or experience relevant to the duties and responsibility of a MA II, may be submitted to the Chief Medical Officer, who will assess the qualifications and determine whether the Salaried Physician should be designated a MA II.

Yours truly,



Nancy Basi
Manager, Labour Relations

May 29, 2006

Cathy Cordell
Assistant Director, Negotiations
Doctors of BC - 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,

A handwritten signature in cursive script, appearing to read "Carolynn Ryan".

Carolynn Ryan
Director, Labour Relations

cc: Dr. Don Graham
Gord van der Eerden

September 16, 2015

Benjamin Brzezynski
Doctors of BC - Suite 115
1665 West Broadway
Vancouver, B.C. V6J 5A4

Re: ETO program for Salaried Physicians at WorkSafeBC

Dear Ben:

This letter is to confirm the ETO program applies to WorkSafeBC Salaried Physicians as follows:

- Existing physicians have advised WorkSafeBC 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 paid out.
- 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.

Yours truly,



Jennifer Cooper-Stephenson
Director, Labour Relations

APPENDIX D – Superannuation Plan

WorkSafeBC will promptly notify Doctors of BC in writing of any recommendations for change and the details thereof made in relation to matters pertaining to the Workers' Compensation Board Superannuation Plan.

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