

**THIS AGREEMENT** made this 15<sup>th</sup> day of July, 2019.

**BETWEEN:**

**HER MAJESTY IN RIGHT OF THE PROVINCE OF MANITOBA  
REPRESENTED BY THE MINISTER OF HEALTH, SENIORS AND ACTIVE LIVING**

(hereinafter "Manitoba")

- and -

**DOCTORS MANITOBA**

In consideration of the mutual covenants and agreements set out herein, the parties hereto agree as follows:

**ARTICLE 1 – DURATION**

1:01 This Agreement shall become effective from and including April 1, 2019 up to and including March 31, 2023. The provisions of this Agreement shall continue in full force and effect after March 31, 2023 until such provisions are changed by mutual written agreement of the parties.

**ARTICLE 2 – DEFINITIONS**

2:01 In this Agreement:

- (a) **"Northern Manitoba"** means that part of Manitoba north of the 53<sup>rd</sup> parallel of latitude; and
- (b) **"Rural Manitoba"** means that part of Manitoba south of the 53<sup>rd</sup> parallel of latitude except the City of Winnipeg and the City of Brandon.

**ARTICLE 3 - PURPOSE**

3:01 The purpose of this Agreement is to provide for the compensation payable by Manitoba to certain medical practitioners for certain on-call services.

**ARTICLE 4 – ON-CALL COVERAGE BY SPECIALISTS**

4:01 For the purpose of this Article, “on-call” is a service where a specialist (or otherwise qualified medical practitioner) has agreed to remain on stand-by in order to respond to urgent or emergent telephone calls from hospital staff, Residents and other Physicians requesting advice about a patient and/or to go to the hospital to examine and treat a patient. Specific responsibilities of the specialist who is on –call, including but not limited to site(s), patient base, and type and volume of cases, shall be determined by Shared Health/the RHA in consultation with the specialist.

4:02 Provided that a specialist agrees with Shared Health or the Winnipeg Regional Health Authority (“WRHA”) to provide on-call coverage to a Winnipeg facility for a specialist on-call coverage position for which on-call coverage of that specialist position has, in accordance with sub-article 4:05 of this Agreement, been determined by Shared Health or the WRHA in consultation with Manitoba to be required, Manitoba shall require Shared Health/the WRHA to pay such specialist a base per diem for twenty-four (24) hours (1 day) of off-site coverage in accordance with the following base per diem rates:

<u>Effective Date</u>	<u>Rate</u>
April 1, 2019	\$500.00
April 1, 2020	\$500.00
April 1, 2021	\$503.75
April 1, 2022	\$508.80

4:03 A specialist who provides on-call coverage in accordance with sub-article 4:02 shall, in addition to being paid the base per diem for the provision of such on-call coverage, be paid a frequency premium for each twenty-four (24) hour period (1 day) of off-site coverage based on the frequency of the on-call coverage provided by the specialist in each year in accordance with the following frequency premium rates:

Provision of On-Call Coverage per annum	Frequency Premium Rate (added to base per diem rate)	Base Per Diem with Applicable Frequency Premium			
		City of Winnipeg			
		Effective April 1, 2019	Effective April 1, 2020	Effective April 1, 2021	Effective April 1, 2022
75 to 91 days of on-call coverage per annum (approx. 1 in 4)	Additional 5.0%	\$525.00	\$525.00	\$528.95	\$534.25
92 to 122 days of on-call coverage per annum (approx. 1 in 3)	Additional 7.5%	\$537.50	\$537.50	\$541.55	\$546.95

123 to 183 days of on-call coverage per annum (approx. 1 in 2)	Additional 10.0%	\$550.00	\$550.00	\$554.15	\$559.70
184 or more days of on-call coverage per annum (approx. 1 in 1)	Additional 15.0%	\$575.00	\$575.00	\$579.30	\$585.10

4:04 For greater certainty, a specialist shall only be eligible to receive payment of any of the frequency premiums outlined in sub-article 4:03 of this Agreement once he/she has provided the listed minimum number of days of on-call coverage for that particular premium in any given year and only for those days of on-call coverage that fall within the range of days applicable for that particular premium. Calculation of the amount of on-call coverage provided by specialists in each year shall commence on April 1<sup>st</sup> of each year.

4:05 It is acknowledged that Shared Health/the WRHA in consultation with Manitoba shall determine its coverage requirements from time to time.

4:06 On behalf of the Regional Health Authorities ("RHAs"), Manitoba requires on-call coverage.

4:07 It is acknowledged that the RHAs in consultation with Manitoba shall determine their coverage requirements from time to time.

4:08 In the event that a General Surgeon or Obstetrician/Gynaecologist is not available to provide on-call coverage a medical practitioner who is qualified to perform Caesarian sections may provide the on-call coverage.

4:09 Provided that a specialist or otherwise qualified medical practitioner agrees with the applicable RHA to provide on-call coverage to a designated hospital Manitoba shall require the RHA to pay such specialist or otherwise qualified medical practitioner a base per diem for twenty-four (24) hours (1 day) of off-site coverage in accordance with the following base per diem rates:

April 1, 2019	\$500.00
April 1, 2020	\$500.00
April 1, 2021	\$503.75
April 1, 2022	\$508.80

4:10 In addition to the base per diem rates payable pursuant to sub-article 4:09 of this Agreement, the applicable fee differential provided for in Part IX – Fee Differentials of the Manitoba Physician’s Manual shall be added to the base per diem rates.

4:11 A specialist or otherwise qualified medical practitioner who provides on-call coverage to a designated hospital shall, in addition to being paid the base per diem rate for the provision of such on-call coverage in accordance with sub-article 4:09 of this Agreement and the applicable fee differential in accordance with sub-article 4:10 of this Agreement, be paid a frequency premium for each twenty-four (24) hour period (1 day) of off-site coverage based on the frequency of the on-call coverage provided by the specialist in accordance with the following frequency premium rates:

Provision of On-Call Coverage per annum	Frequency Premium Rate (added to base per diem rate)	Base Per Diem with Applicable Frequency Premium							
		City of Brandon and Rural Manitoba				Northern Manitoba			
		Effective April 1, 2019	Effective April 1, 2020	Effective April 1, 2021	Effective April 1, 2022	Effective April 1, 2019	Effective April 1, 2020	Effective April 1, 2021	Effective April 1, 2022
75 to 91 days of on-call coverage per annum (approx. 1 in 4)	Additional 5.0%	\$551.25	\$551.25	\$555.40	\$560.95	\$656.25	\$656.25	\$661.20	\$667.80
92 to 122 days of on-call coverage per annum (approx. 1 in 3)	Additional 7.5%	\$564.40	\$564.40	\$568.60	\$574.30	\$671.90	\$671.90	\$676.95	\$683.70
123 to 183 days of on-call coverage per annum (approx. 1 in 2)	Additional 10.0%	\$577.50	\$577.50	\$581.85	\$587.70	\$687.50	\$687.50	\$692.65	\$699.60
184 or more days of on-call coverage per annum (approx. 1 in 1)	Additional 15.0%	\$603.75	\$603.75	\$608.30	\$614.40	\$718.75	\$718.75	\$724.15	\$731.40

4:12 For greater certainty, a specialist or otherwise qualified medical practitioner shall only be eligible to receive payment of any of the frequency premiums outlined in sub-article 4:11 of this Agreement once he/she has provided the listed minimum number of days of on-call coverage for that particular premium in any given year and only for those days of on-call coverage that fall within the range of days applicable for that particular premium. Calculation of the amount of on-call coverage provided by specialists in each year shall commence on April 1<sup>st</sup> of each year.

**ARTICLE 5 – ON-CALL COVERAGE – GENERAL PROVISIONS**

- 5:01 Except where explicitly otherwise stated, where a medical practitioner is eligible for the compensation payable under this Agreement, such medical practitioner shall continue to be eligible to submit fee-for-service claims for services rendered to insured persons, including claims for Special Calls and After Hours Premiums.
- 5:02 The base per diem rates and other fees set out in this Agreement only apply to the on-call services specified herein, and do not apply to other on-call coverage services, whether provided by a medical practitioner on-site or off-site.
- 5:03 The parties to this Agreement acknowledge they have agreed to the on-call stipends set out in this Agreement with the intention that a specialist (or otherwise qualified medical practitioner) who provides on-call coverage at a hospital in accordance with Article 4 of this Agreement shall, notwithstanding that he/she may be providing on-call coverage as a specialist for more than one (1) position and/or at more than one (1) hospital in any given twenty-four (24) hour period, only be entitled to receive payment of the applicable on-call stipend(s) for the provision of on-call coverage as a specialist for one (1) position and at one (1) hospital in said twenty-four (24) hour period.

**ARTICLE 6 - ENTIRE AGREEMENT**

- 6:01 This Agreement is a part of the Master Agreement dated July 15, 2019 which constitutes the entire agreement between the parties hereto, and no other intentions or undertakings, whether express or implied, form part of this Agreement.

**ARTICLE 7 - SEVERABILITY**

- 7:01 If a court declares any provision of this Agreement invalid, illegal or unenforceable, this Agreement shall continue in full force and effect with respect to all other provisions. All rights and remedies under such other provisions shall survive any such declaration.

**ARTICLE 8 - RATIFICATION**

- 8:01 This Agreement shall be final and binding upon communication by Doctors Manitoba to Manitoba of the acceptance of the Master Agreement.

**IN WITNESS WHEREOF** the parties hereto have executed these presents the day and year above written.

**HER MAJESTY IN RIGHT OF THE  
PROVINCE OF MANITOBA,  
REPRESENTED BY THE  
MINISTER OF HEALTH, SENIORS  
AND ACTIVE LIVING**

**DOCTORS MANITOBA**

Per: \_\_\_\_\_  
Karen Herd  
Deputy Minister of Health,  
Seniors and Active Living

Per: \_\_\_\_\_  
Theresa Oswald  
Chief Executive Officer