

**THE KITCHENER-WATERLOO EMERGENCY MEDICINE
ASSOCIATES ASSOCIATION AGREEMENT**

THIS AGREEMENT, made as of the day of June 1, 2025

B E T W E E N:

THOSE PERSONS or PROFESSIONAL CORPORATIONS in which a physician is the voting shareholder who from time to time execute this Agreement or a counterpart thereof (hereinafter individually called a "Physician" and collectively the "Physicians").

WHEREAS the Physicians are licensed practitioners who practice emergency medicine in the City of Kitchener, in the Region of Waterloo-Wellington;

AND WHEREAS the Physicians have agreed to form an unincorporated association under the name of "The Kitchener-Waterloo Emergency Medicine Associates" (hereinafter referred to as "the Group" or the "Association"), composed of any combination of individual physicians and Professional Corporations owned by a physician member, their spouse, and/or their children in which a physician is the sole voting shareholder, in pursuance of the objects described herein;

AND WHEREAS the Physicians have agreed to provide Emergency Services in connection with the medical staffing of the Emergency Departments at Waterloo Regional Health Network (WRHN) Midtown and Queen's Blvd Hospitals;

AND WHEREAS the Physicians intend that this Agreement will apply only to the provision of Emergency Services and that this Agreement will not affect their rights and obligations under any oral or written agreements between each Physician and his partners or associates in his private clinical practice outside the Emergency Departments of the Hospitals, or in any plan or other arrangement within the Hospitals;

AND WHEREAS the Physicians agree to co-operate with each other in the equitable scheduling and distribution of shifts in the Emergency Departments so that continuous and adequate coverage is provided to the Emergency Department for the portion of the schedule for which the Group is responsible, provided always that adequate staffing and resource support is available from the Hospitals;

AND WHEREAS the Physician's consent to replacing all of their current oral or written agreements for the provision of Emergency Services at the Hospitals by this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties agree each with the other as follows:

ARTICLE 1 – DEFINITIONS AND INTERPRETATION:

1.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

1.2 Gender: The use of the terms “he” and “his” herein shall also denote the feminine and the neutral gender when referring to a Professional Corporation.

1.3 In the event of any conflicts or inconsistencies between the terms of this Agreement and any other agreement or undertaking, the terms of this Agreement shall prevail.

1.4 A shift is defined as an alternative funding arrangement (AFA) funded shift of six (6) hours duration or longer. A partial shift is any AFA funded shift of less than six (6) hours duration and will count as a one half (0.5) shift.

1.5 A full time member is defined as:

- a. A member who is scheduled for no less than one hundred and fifty six (156) shifts per year or an average of thirteen (13) shifts per month of six (6) hours duration or longer.
- b. A nocturnist is a member who is only scheduled for overnight shifts between the hours of midnight and 0800 and is scheduled no less than one hundred and eight (108) shifts per year or an average of nine (9) shifts per month.
- c. The ED Chief and ED Medical Directors are considered full time members during their administrative terms regardless of how many clinical shifts they work during this time.

1.6 Scheduled shift requirement for group membership is as follows:

- a. A group member must be scheduled for no less than seventy two (72) shifts per year, or an average of at least six (6) shifts per month, to maintain membership within the group on an ongoing basis.
- b. Any physician who is already a group member as of the date of this agreement may maintain their scheduled shift allotment and membership within the group at the former minimum requirement, as per the previously signed agreement dated October 5, 2018, of no less than forty eight (48) shifts per year or an average of at least four (4) shifts per month until such time they decide to increase their commitment to the group.
 - i. Should a physician who is currently committed to a minimum of at least four (4) shifts per month as of the date of this agreement wish to increase their shift commitment to the group, they are required to commit to the new group minimum of no less than seventy two (72) shifts per year or an average of at least six (6) scheduled shifts per month
- c. Any group member who is not currently committed to four (4) or five (5) shifts per month as of the date of this agreement may decrease their commitment down to these levels, and still maintain KWEMA membership, so long as they also meet the requirement for retirement from nights as outlined in Appendix “E”.
- d. Any group member who takes a parental leave may return to the schedule at the same shift allotment they had prior to their leave unless specified otherwise to the department chief prior to returning.
- e. Any group member who takes a leave of absence with the approval of the Executive (e.g. major unforeseen illness) may be eligible to maintain KWEMA membership and may be

eligible to return to the schedule at the same shift allotment they had prior to this leave at the discretion of the Executive Members.

1.7 Please refer to Appendix "A" for other definitions.

ARTICLE 2 - AGREEMENT TO ASSOCIATE

2.1 The Physicians hereby agree to practice emergency medicine at each of the Hospitals in association under the name of "The Kitchener Waterloo Emergency Medicine Associates", or such other name as the Physicians may from time to time approve.

2.2 The Association shall have the power to:

- a. enter into agreements with the Hospitals and/or the Ministry, on behalf of self-employed medical practitioners, to provide such Emergency Services and programs at the Hospitals as the Physicians may from time to time approve;
- b. enter into agreements with the Hospitals, or any other billing agent, as the Physicians may from time to time determine, to act as agent for the Physicians to collect and distribute funds received from the Ministry, the Workplace Safety and Insurance Board, out-of-province patients, private health insurance patients and other sources, arising from the provision of Emergency Services at the Emergency Departments and at other sites of the Hospitals.
- c. contract with duly qualified and licensed physicians to provide Emergency Services at the Hospitals on a casual basis, subject to the terms of this Agreement.

2.3 Nothing in this Agreement shall be deemed to constitute any party to this Agreement, a partner of any other party in the conduct of any business or otherwise, or a member of a joint venture or joint enterprise.

ARTICLE 3 - RIGHTS AND DUTIES OF THE PHYSICIANS AND GROUP ADMINISTRATION

3.1 In order for the Physicians to fulfill their commitment to the Group, each Physician shall provide a number of hours per year of Emergency Services as negotiated with and agreed to by the Department Chief representing the Hospitals and KWEMA Executive Members.

3.2 The commitment to provide an agreed upon number of Emergency Services hours may be amended at any time by mutual agreement among the Physician, Executive Members and the Department Chief, and all hours will be reviewed annually prior to July 1st. Ongoing staffing review and manpower planning will continue between Department Chief and Executive VP/Recruiter. There will be at least an annual update of Manpower planning with KWEMA members at large.

3.3 No agreement to increase the number of hours of Emergency Services may be entered into with the Department Chief by any Physician where such increase in hours will be detrimental to another Physician by reducing the hours of the other Physician.

3.4 In the event that the Group loses hours of AFA funding from the Ministry to the extent that a number of shifts have to be taken off the schedule, it will be left up to the Chief of the department to

decide how this shift loss will be distributed amongst Group members with input by the Group Executive. Non member physicians will lose shift assignments ahead of Group members.

3.5 Hours of Emergency Services will be provided in accordance with a schedule prepared by the Group Scheduler and or Scheduling software. The final schedule will be approved by the Department Chief after discussion with KWEMA Executive. Please see Appendix "D" for rules of scheduling

3.6 To the extent possible, each Physician shall be scheduled to cover an equal proportion of day, evening, night, weekend, and holiday shifts unless the Group has agreed to an exception.

3.7 Retirement from nights - please see appendix "E" for details

3.8 It is the intent of the Physicians that they shall cooperate in providing coverage in the case of illness or unforeseen academic, legal or administrative commitments. All members will be responsible for covering their shifts. However, should they be physically unable to attend or perform their duties they must speak directly with the chief. This process and protocol will follow Appendix "F" as it will be dependent on Staffing and HOCC/On call program.

3.9 Each Physician will submit invoices to the Ontario Health Insurance Plan using his own billing number, or to third parties for insured or uninsured services, or in such other manner as the Group may agree upon.

3.10 Each Physician shall contribute to the payment of all Association operating expenses equal to the proportion of shifts workload of the Physicians. Except as expressly provided herein, each Physician shall be solely responsible for all costs and expenses associated with the conduct of his professional practice and the maintenance of his professional qualifications and shall keep every other Physician indemnified from all claims and costs arising with respect thereto.

3.11 Any member who undertakes the role of Medical Director or Chief shall have the right to return to their previously assigned number of shifts per month upon completion of their administrative term.

3.12 Each physician shall at all times maintain at his or her own expense, membership in the CMPA or any other third party professional liability insurance allowed by the CPSO.

3.13 Each Physician has an obligation to maintain active staff privileges in the Emergency Departments of the Hospitals.

3.14 Except as expressly provided in this Agreement, no Physician shall have the authority to bind any other Physician or the Association and each Physician shall be solely responsible for the conduct and affairs of his professional practice.

ARTICLE 4 - ELECTION AND DUTIES OF EXECUTIVE MEMBERS

4.1 The Group will elect Executive Members to act on its behalf and to advance the Group's business issues. Executives are elected by the Group for 3 year terms. Executives can serve more than one 3 year term but each position is up for election every 3 years. Executives can apply for other executive positions during their term if that position comes up for a vote to the Group at large. Executives

can step down from their position at any time before the end of their 3 year term provided that they give a three (3) month notice to the Group.

4.2 The Executive Members shall be entitled to receive remuneration for administrative services rendered as agreed to by a majority vote of the Physicians. Currently salary for Executive Members shall be a total of \$25,000 per Executive Member annually.

4.3 The roles of the President, Vice-President/Recruiter and Treasurer may change as the needs of the Group change. The group may call for a vote of non-confidence at any time for any member of the executive and follow the voting procedure set above.

- a. At least three KWEMA members are required to bring this motion of non-confidence forward.
- b. If an executive member is called in non-confidence, they are required to immediately suspend their executive duties. The remaining two executives will take on their role. The executive in question will refrain from discussions surrounding the concern.
- c. If two executives are called in non-confidence, they are required to immediately suspend their executive duties. The remaining one executive, and one group member elected via vote by the Group, will take on their roles.
- d. If all three Executives are called in non-confidence, they are required to immediately suspend their duties. Two Group members will take on the executive roles via vote by the Group. Neither the Chief nor a Medical Director can take on an executive role.

4.4 The primary duties of the President will be to organize and manage the day-to-day administrative tasks of the Association, to act as a liaison between the Group and the Hospitals on issues that affect the business of the Group, and be the Chair. These duties may be assumed by the Vice-President and/or Treasurer in his absence or dismissal.

4.5 The primary duties of the Vice-President / Recruiter are similar to those of the President but primarily focus on active recruitment of new physicians.

4.6 The primary duties of the Treasurer are similar to those of the President but primarily focus on supervising the distribution of funds received from the performance of Emergency Services as outlined in Article 5.

ARTICLE 5 - DISTRIBUTION AND RECEIPT OF FUNDS

5.1 The Group may establish and maintain a joint bank account(s) at such a financial institution as the Physicians agree upon. The Physicians may agree that funds shall be paid into the Group's bank account with disbursements on account of its administrative activities or contractual obligations made by either cheque drawn on such bank account(s) or by electronic transfer of the appropriate funds. Disbursements exceeding five thousand (\$5000) dollars should be approved by at least two Executive Members, or by any other two Physicians as agreed upon by the Group.

5.2 If there is a problem with a payment of less than five thousand (\$5000) dollars, the Treasurer will tell the group at the next scheduled distribution (payout). If the error is more than five thousand (\$5000)

dollars, then the Treasurer will notify the Group immediately. KWEMA members can request an external review of the issue as required

5.3 The hourly rates of remuneration are outlined in Table 1 of Appendix "B" - Shift Payment Distribution. Each Physician shall receive payment for each shift of Emergency Services at the rates established from time to time by the Physicians. Hourly rates and rates for each shift are subject to change at the discretion of the Executive Members dependent upon current AFA resources available from the Ministry.

5.4 All members of the Group and any new non-member who is performing any scheduled shift(s) must sign and submit the "Authorization for Group Payment" form as outlined by the Ontario Health Insurance Plan (OHIP) in order to receive payment for hourly wages through the AFA funding model.

5.5 All members of the Group must submit shadow billings for Emergency Services rendered at the hospitals where the Group provides services to the billing agent(s) designated by the Group treasurer or other Executive Member in a timely manner. The fees for these rendered services are solely the responsibility of the individual Physician and the Group will not be held responsible for any outstanding dues or fees related to these services. Shadow billings that are rejected by the Ministry for any reason and are not paid to the submitting physician are the sole responsibility of the submitting physician and the Group will not be held responsible for any lost wages related to these rejections.

5.6 The Executive Members shall designate a bookkeeper or accountant to oversee the calculation and disbursement of Group funds from the Group bank account(s). The cost of these services shall be shared by all Group members.

5.7 Excess funds remaining in the Group bank account after disbursement of the appropriate AFA, WSIB, HOCC, Education, and miscellaneous funds on a monthly basis shall remain in the Group bank account(s) for a period of up to six (6) months. Any funds remaining in the Group bank account(s) will be paid to Group Members and Non-Members based on the rules outlined in Appendix "B". The Executive Members reserve the right to withhold an amount of up to ten thousand (10,000) dollars for each scheduled disbursement within the Group bank account(s) to cover group expenses.

5.8 Funds distributed in the scheduled disbursement as outlined in Section 5.7 above are only available to members of the Group. New members joining the Group shall have access to their share of these funds based on the number of shifts performed once the following conditions are met:

- a. The New Member has been allotted an agreed upon number of shifts by the Group scheduler or scheduling software (minimum of seventy-two (72) shifts per year or an average of six (6) shifts per month), AND
- b. The New Member has been accepted into the Group as determined by a vote, the rules of which are outlined elsewhere in this agreement.
- c. Any shifts worked by a Physician prior to being accepted as a new Group member that were allotted on the schedule by the Group scheduler or scheduling software shall count towards the quarterly or biannual disbursement but will be withheld until the new member officially becomes part of the Group and will be disbursed at the next disbursement period following their acceptance into the Group. If it takes a Physician more than six (6) months

to become a Group Member, the funds will only be withheld for them for the current disbursement period and a six month disbursement period prior to that (i.e., if quarterly disbursements two (2) disbursements, if biannual disbursements one (1) disbursement). No more than 1 year worth of funds are held back.

5.9 All potential new members will perform one (1) orientation shift at the Midtown site and one (1) shift at the Queen's Blvd site prior to their first scheduled shift. This orientation shift will be outside of and in addition to regularly scheduled shifts that day. Payment for these five (5) hour shifts will include five hundred (\$500) dollars, paid for using collective funds from the Group's bank account(s), plus shadow billings that the new physician generates during this shift.

5.10 Funds collected by the Group for performing "Education" services (Appendix C), including but not limited to the teaching and education of medical learners, shall be deposited into the Group's bank account(s). These funds may be used for the purposes of any educational activity or event as approved by two Executive Members. Any funds remaining in the Group's bank account(s) at the intervals outlined in Section 5.6 shall be disbursed to members who have participated in the clinical education of medical learners and will be based on the number of shifts performed by each Physician with a medical learner over the previous disbursement period.

5.11 All members of the Group must participate in the Group submission of any and all claims to the Workplace Safety and Insurance Board (WSIB). Individual Physicians are not permitted to submit individual claims for any WSIB services rendered at the hospital site(s) where the Group performs Emergency Services and must do so using the Group's joint WSIB account. Any funds deposited into the Group's bank account(s) from WSIB shall be disbursed to Group members via the method outlined in Appendix "B".

ARTICLE 6 - BOOKS AND RECORDS

6.1 The Treasurer shall supervise the distribution of funds received in accordance with Articles 3 and 5, shall review the accounts of the billing agent(s) acting on behalf of the Physicians, shall report to the Physicians on such reviews when necessary, and shall present to each Physician a monthly statement of receipts and disbursements for all Physicians of the Association.

6.2 Any KWEMA Physician can ask to review the accounts of the Group at any time.

6.3 The Treasurer shall coordinate the distribution of such information as may be required to enable each Physician to complete his or her tax returns, it being agreed that he/she shall not be actually required to forward these documents for filing purposes on behalf of the Physician.

6.4 All instruments, documents and cheques with respect to Association finances shall be signed by the Treasurer and one other Executive Member, or by any other two Physicians as a majority of the Physicians may time to time designate.

6.5 Each Physician shall be responsible at his/her own expense to file all tax returns and pay all income and other taxes payable with respect to his professional practice and shall file same as a self-employed medical practitioner, or as an employee of a Professional Corporation, and shall indemnify and keep indemnified every Physician with respect to any liability therefor.

ARTICLE 7 - MEETINGS

7.1 The Physicians shall meet from time to time in order to discuss issues and matters that arise under this Agreement, including any future financial agreements with the Hospitals and/or the Ministry.

7.2 All Members will be eligible to attend KWEMA Meetings. Votes will be held electronically after the agreed upon discussion time as described in article 8.1

7.3 There shall be the option of holding meetings of Group Members immediately prior to or following all meetings of the Department of Emergency Medicine, subject to Section 7.4. A meeting of the Physicians may be called at any time by the President, Vice-President, Treasurer or by any two Group members with appropriate notice as described above.

7.4 In the interests of time management, the Physicians maintain the option of discussing Group issues during Department meetings provided that:

- a. The Department Chief has no objection:
- b. The President has no objection;
- c. Group Members have no objection;
- d. Any Group Member has the option of demanding that any or all non-Group Members leave the room.
- e. No persons other than Group Members shall be entitled to attend any meeting except at the invitation of a majority of the Physicians present at such meeting.
- f. A written or e-mailed notice of each meeting of the Physicians stating the day, hour and place of such meeting and the general nature of the business to be transacted thereat shall be delivered to each Physician not less than one week (inclusive of the day on which notice is given and exclusive of the day of such meeting) before the date set for such meeting, unless circumstances necessitate a meeting without such notice.
- g. When present, the President shall chair all meetings of the Physicians, whether specifically Group meetings or Group business that arises during Department meetings.
- h. In the absence of the President, Vice-President and Treasurer, the Physicians present at the meeting shall, by a show of hands, choose a person present and capable of voting to be the Chair. The Chair shall appoint a person present at the meeting to act as secretary to the meeting and to record the minutes thereof.

ARTICLE 8 - VOTING and MOTIONS

8.1 Group decisions shall require that all members are contacted via email by the Executives at least 7 days before a vote for discussion of the issue at hand. Group decisions require participation of the quorum of the group. All votes shall include an option to abstain and an abstaining vote shall be counted towards quorum (quorum being $\frac{2}{3}$ of all Group members). All group members will count as 1 vote to reach quorum, regardless of whether they work full time or part time.

8.2 All Group members must be given an opportunity to vote in decisions put to the group for consideration. This may be done via email or an online voting platform agreeable to the executive. A vote is considered passed if it is agreed upon by more than fifty (50%) percent of the votes. The vote is considered not passed if fifty (50%) percent or less of votes are in agreement with the motion.

8.3 Online voting will be provided for a minimum of 7 days, after which the executive may send out a group reminder to vote if quorum was not reached. After 7 days have passed, if quorum has been reached, the vote will be considered closed. If quorum has not been reached, the voting will remain open for an additional 3 days, for a total voting period of 10 days. If at the 10 day deadline quorum is not reached, vote is dead.

8.4 Each Physician who is either Full time or Part time over the preceding six (6) months shall have one vote in managing and conducting the affairs of the Group unless a proportional vote is called.

8.5 A proportional counting of votes can be applied to any motion prior to voting, during voting, or within the forty eight (48) hour period following the end of the voting period. Should a vote result be closer than 60-40 on a particular motion, a proportional counting of the votes will automatically be applied.

- a. Proportional votes are counted relative to a member's shift commitment for the preceding six (6) months prior to the date of the vote (number of shifts assigned by MetricAid scheduler).
 - a. A full time member, with a shift commitment of thirteen (13) shifts per month, casts a vote with the value of 1.0.
 - b. A part time member, with a shift commitment of less than thirteen (13) shifts per month, casts a vote with a value of $x/13$ rounded to two decimal places where "x" is their shift commitment (ie. a physician who owns 10 shifts per month will cast a vote valued at $10/13$, or 0.77) .
 - c. Any member who is committed to more than thirteen (13) shifts per month casts a vote with a value of $y/13$ rounded to two decimal places where "y" is their shift commitment (ie. a physician who owns 15 shifts per month will cast a vote valued at $15/13$, or 1.15).
 - d. Any member who decreased their shift commitment within the preceding six (6) months prior to the date of a vote will cast a vote relative to their average shift commitment over that time period. This will be calculated by adding the total shift commitment in the preceding six (6) months and then dividing by seventy eight (78), which is the full time commitment. (ie. a physician who was committed to thirteen (13) shifts per month for three months then decreases to ten (10) shifts per month for three months in the six (6) months preceding a vote would cast a vote worth $69/78$, or 0.88)

8.6 All votes, including the original question, the names of the voting members, and their respective votes, shall be held in a secure manner by the executive in a manner of their choosing. If a member wishes to examine the document to determine that a vote is as the executive claims, a third member who

is agreeable to both the requesting member and the president, shall be permitted to examine the vote document to confirm or deny its veracity to the group.

ARTICLE 9 - ADMISSION OF PHYSICIANS TO THE ASSOCIATION

9.1 Physicians may be considered for membership in the Association after working scheduled shifts for either 6 months or 80 shifts total. Exceptions to this will be considered on an individual basis by KWEMA Executives.

9.2 No new Physicians shall be qualified for admission to the Association unless each:

- a. is a duly qualified practitioner, licensed to practice medicine in the Province of Ontario and is a member in good standing of the College of Physicians and Surgeons of Ontario;
- b. has been granted medical staff privileges by the Hospitals and has agreed to abide by all Hospital by-laws, policies, rules and regulations;
- c. has the qualifications and credentials stated in the by-laws of the Department of Emergency Medicine of the Hospitals;
- d. is eligible to be a member of the Department of Emergency Medicine of the Hospitals;
- e. has provided the Physicians with written proof of membership in the Canadian Medical Protective Association (CMPA) under the appropriate risk category;
- f. has applied for and has been assigned an Ontario Health Insurance Plan billing number,
- g. has been interviewed with a satisfactory outcome for eligibility to become a member of the Department,
- h. has been interviewed by an Executive Member with a satisfactory outcome for eligibility to become a Group Member, and
- i. has been assigned at least seventy two (72) AFA shifts per year, or an average of six (6) AFA shifts per month, by the Department Chief.
- j. has billed on a minimum of 17 patients per 8.5hr shift. Numbers will be calculated based on monthly billing totals (as provided by the group's billing agents) over the proceeding two (2) to three (3) months based on a minimum of at least 18 shifts worked over this time period. Out of country patients will not be included in these calculations. This requirement is not absolute, meaning that in certain cases, the Executive may bring candidates to KWEMA for discussion and vote even if they haven't yet reached this threshold.

9.3 No Physician who is qualified for admission to the Association shall be admitted except on the approval of a two-thirds (2/3) majority of the Physicians who voted on this, provided that voting Quorum is reached. Upon approval, the Physician shall execute an undertaking to be bound by the terms and conditions hereof in accordance with the sample attached as Appendix "H". Upon the Physician doing so,

such agreement shall inure to the benefit of and be binding upon all of the parties as if all had executed and delivered the same agreements.

9.4 Each Physician, shall, at his own expense, maintain each of the qualifications described in Paragraph 9.1

9.5 Where a Professional Corporation seeks admission, the voting shareholder thereof shall be considered.

9.6 Newly admitted Physicians will be subject to a six-month probationary period during which the Physician can be terminated as a Group Member without reason provided at any time during the six-month period. The decision to terminate will follow majority rules of voting from KWEMA members (more than 51%) and remain confidential.

9.7 Code of Conduct for the Association Members - all members agree to work according to Association's Code of Conduct, as outlined in Appendix "G". Enforcement of this conduct will be done by the Chief of the Emergency Department, in accordance with the Hospitals' existing policies.

ARTICLE 10 - REMOVAL/WITHDRAWAL OF PHYSICIANS

10.1 Any Physician may withdraw from the Association on ninety (90) days notice in writing to the KWEMA executive. Upon his withdrawal from the Association, the Physician shall be entitled to payment for each shift or part thereof of Emergency Services performed to the date of such withdrawal in accordance with the shift rates agreed to from time to time by the Physicians, plus a proportion of earnings generated by other services (WSIB and out-of-province billing) based on a percentage of total annual shifts worked, plus or minus reconciliation monies based on a percentage of total annual shifts worked, and no more. The withdrawing Physician's obligation to indemnify and save the Physicians harmless from all claims arising with respect to the Emergency Services provided by the withdrawing Physician remains in full force and effect notwithstanding such withdrawal.

10.2 The Group agrees that a Physician shall be immediately terminated as a Group Member upon the occurrence of any of the following events:

- a. death of the Physician;
- b. loss of the license to practice medicine in Ontario;
- c. loss of Emergency Department privileges at the Hospitals

10.3 A Physician may be terminated as a member of the Group upon a three-quarters (75%) majority vote by the Physicians with written notice by the President, or other Executive Member if the President has a conflict of interest, upon any of the following additional events:

- a. breach of this Agreement, provided that such breach shall continue for a period of thirty (30) days after notice to the Physician in breach;
- b. continued and unremedied breach of a material term or condition of any financial agreement between the Group and the Hospitals and/or the Ministry;
- c. mental or physical disability of a Physician such that he is incapable of providing Emergency Services for a continuous period of at least one month, unless the Physicians otherwise agree;

- d. irreconcilable differences and continuing conflicts between the Physician and the Group; or
- e. such other circumstances as may be agreed upon by the Physicians.

10.4 On termination by or withdrawal from the Group, each Physician shall cooperate with the others to affect all necessary transfers and assignments.

10.5 Physicians who withdraw or are expelled from the Group may apply for readmission to the Group and such re-admission requires a written three-quarters (3/4) majority of the Group. The Group may attach additional terms to the re-admission of a Physician as the Association sees fit.

10.6 Upon termination or suspension of a Physician's membership in the Department of Emergency Medicine of the Hospitals and/or his privileges with the Hospitals, such Physician shall be deemed to have immediately withdrawn from the Association, effective from the date of such suspension or termination and the provisions of paragraph 10.1 shall apply.

10.7 In the event of death of any Physician, he shall be deemed to have given notice of his withdrawal from the Association effective as of the date of his death and the provisions of Paragraph 10.1 shall apply.

10.8 If the issue regarding removal of a physician arises at a meeting, the Group is permitted to ask said member to step out such that the group can discuss or vote on the matter.

ARTICLE 11 - TERM OF ASSOCIATION

11.1 The arrangement provided for by this Agreement shall come into effect as of the date of this Agreement and shall continue in effect until terminated by written agreement of all of the Physicians.

ARTICLE 12 - INDEMNITIES

12.1 Each Physician covenants and agrees to indemnify and save each other harmless from any liability, loss, damage or expense arising out of any negligent act or omission created by the Physician, or by anyone for whom they are in law responsible, while engaged in the performance of their respective obligations under this Agreement. The Physicians agree that they shall cooperate with each other in the defense of any such action, including providing the President of the Group with prompt notice of any such action and the provision of all material documentation.

12.2 The Physicians further agree that they have a right to retain their own counsel to conduct a full defense of any action described in section 12.1.

12.3 The Physicians agree to indemnify the Group and save each other harm from any adverse financial consequences that flow from improper, inadvertent or inappropriate billings, including any interest costs or penalties.

12.4 Each Physician agrees that he will immediately repay to the Hospitals, the Ministry or the Group as appropriate, any amounts that are found to have been improperly, inadvertently or inappropriately billed by him, including any interest, costs or penalties.

ARTICLE 13 – DISPUTES AND ARBITRATIONS

13.1 A Physician who feels aggrieved (the “Griever”) by the interpretation or application or any provision in this Agreement, or as to any other matter in any way relating to the affairs thereof or to the rights, duties or liabilities of any person or professional corporation under this Agreement, may file a written notice of grievance with the KWEMA president or designate. Such matter shall then be referred to:

13.2 **Informal Review.** An informal review by a grievance committee consisting of three Physicians. The KWEMA president shall nominate one member to the grievance committee and the Griever shall nominate one member, and both such nominated members shall name a third member to the grievance committee. The grievance committee shall hear the matter within 28 days of the filing of the notice and shall respond in writing to the Griever and KWEMA President within 7 days of the hearing. If all parties agree, members of the grievance committee may be selected from the medical staff of the Hospital.

13.3 **Mediation.** If the grievance has not been resolved to the satisfaction of the Griever by the Informal Review, the Griever may within 7 days of the rendering of the decision by the grievance committee give written notice to the Kwema President requesting mediation. If the Griever is KWEMA President himself, then the written notice will be addressed to one of the other remaining KWEMA Executives. The Griever and the Group shall agree upon a mediator, failing which the mediator shall be the Chair of the Medical Advisory Committee of the hospital or his nominee. The mediator shall be required to review the matter and meet with the Griever and render his report within 21 days of the appointment.

13.4 **Arbitration.** If the mediation process has not reached a settlement within twenty-one (21) days or such longer period of time as the parties may agree upon, either the Griever or the Group shall be free to commence arbitration. Within 7 days of the rendering of the decision by the mediator, notice may be made in writing to the KWEMA President to ask for the grievance to be arbitrated by a single arbitrator in accordance with and subject to the provisions of the *Arbitration Act, 1991 (Ontario)*. The arbitrator is to be agreed upon by the Griever and the Group and in absence of agreement, a single arbitrator will be appointed by the Court under the provisions of the *Arbitration Act (Ontario)*. The award or determination made by the arbitrator shall be final and binding upon the members, their heirs, executors, administrators, assigned committees and professional corporations and there shall be no appeal from such award or determination.

13.5 The costs of retaining a mediator or arbitrator shall be divided equally between the Group and the Griever unless otherwise agreed.

13.6 The Griever and Group may agree on other forms of dispute resolution to replace the process in Sections 13.2 and 13.3 but not in Section 13.4

ARTICLE 14 - GENERAL PROVISIONS

14.1 This Agreement may be amended only after the amendment has been considered at a meeting of the Physicians. Any amendment must be approved in writing or email by current voting structure.

14.2 No waiver of any breach of any of the obligations thereunder shall be a waiver of any subsequent breach of that or any other obligations hereunder.

14.3 This Agreement is not assignable by any Physician and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

14.4 This Agreement contains the entire understanding between the parties and supersedes all other oral or written agreements or undertakings between them.

14.5 If, for any reason, any provisions of this Agreement shall conflict with any statute, law, regulation or ordinance, contrary to which the parties have no legal right to contract, then the latter shall prevail but in such event the provisions of this Agreement shall be modified only to the extent necessary to bring it within such requirements, and this Agreement shall continue in full force and effect as modified.

14.6 The Physicians agree to execute and deliver such further and other documents and perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

14.7 The division of this Agreement into articles, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation thereof.

14.8 Any Physician has the right to obtain independent legal advice prior to signing this Agreement or he may waive that right. By signing this Agreement, each Physician agrees to be bound by the terms of this Agreement whether or not legal advice prior to signing was sought.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

SIGNED, SEALED AND DELIVERED
in the presence of:

Thomas Ottenhof

Witness

Signature _____

Name _____

Date _____

Appendix “A” – Definitions

PROFESSIONAL CORPORATIONS – the corporations whom the physician is the voting shareholder and is a voting member of the KWEMA and has signed this Agreement.

Physician(s) – refers to the doctor who are licensed practitioners practicing emergency medicine in the City of Kitchener, in the Region of Waterloo-Wellington and part of KWEMA

Hospitals – refers to Waterloo Regional Health Network Midtown and Queen’s Blvd Hospitals in Kitchener, Ontario.

Group – refers to the physicians as a whole who have signed this Agreement. The Group is also known as the Association or KWEMA (Kitchener-Waterloo Emergency Medicine Association).

Chair – refers to the person who undertakes the task of organizing and facilitating at a business meeting of the Group. This person may be the President, Vice-President, Treasurer or another person designated by the Group in the absence of the President, Vice-President or Treasurer.

Emergency Services – with respect to the Emergency Department Physicians, it will include the clinical services needed to care for the patients that present to the Emergency Departments as long as it falls within their scope of practice.

Agreement – refers to this document as it pertains to the workings of the Group.

Department of Emergency Medicine – refers to the physical departments located at both Hospitals.

Group Scheduler – refers to the group member or hired non-member who is agreed upon by the group to develop, distribute and oversee the management of the physician schedule.

Group Members – those physicians that sign this Agreement as full-time and part-time and who have voting privileges.

Department Chief – the person who is assigned this role by the Hospitals.

Ministry – means the Ministry of Health and Long-Term Care.

Executive Members – refers to the President, Vice-President and Treasurer.

Appendix “B” - Shift Payment Distribution

Monthly Pay for Scheduled Emergency Services

1. The Full time, Part time and Casual Physicians will receive funds for their scheduled shifts monthly paid individually by the Hospitals either by cheque or direct deposit to a designated account.
2. The base pay for each shift is outlined in Table 1 below. Hourly rates are calculated depending on the funds received by the Group for scheduled hourly Emergency Services over the year and therefore may fluctuate.

Table 1. Hourly compensation rates used to calculate the remuneration rate for shifts worked in the emergency departments.

	0800-1700	1700-2400	2400-0800
Weekday	\$142.00	\$156.00	\$206.00
Weekend	\$170.00	\$185.00	\$227.00

Weekend hours start Friday at 1700 and end on Monday at 0800.

B. Other Funds

- a. WSIB, Out of Country (OOC) and Out of Province (OOP) funds will be pooled and distributed to Group Members and Non-Member MDs on a semi-annual basis, 100% based on productivity.
- b. HOCC funding will be pooled into the Group’s accounts and distributed to Group Members at a quarterly to semi-annual basis, 25% based on the proportion of scheduled shifts worked over that period and 75% based on productivity.
- c. Non-member MDs will not receive HOCC funding.
- d. Any other funds received by the Group will be pooled into the Group’s accounts unless otherwise decided by a majority vote and distributed on a quarterly to semi-annual basis, 25% based on the proportion of scheduled shifts worked over that period and 75% based on productivity.
- e. All excess funds in the Group bank account will be paid out to Group Members at a maximum interval of every six (6) months as a payout. These two periods are April 1st - September 30th and October 1st - March 31st. Funds may also be distributed at a quarterly interval at the discretion of the Treasurer. The quarterly periods are April 1st - June 30th, July 1- September 30th, October 1st - December 31st and Jan 1 to March 31st. All funds will be disbursed as soon as possible after each period. The association will maintain a minimum bank account balance of at least \$10,000 at all times.

Appendix “C” - Education Funds

1. The Group receives \$250/week for each regularly scheduled McMaster learner regardless of their level of training. The Group does not receive any education funds for McMaster students doing an elective rotation or horizontal elective shifts with the Group.
2. The Group does not receive any education funds for non-McMaster students doing an elective rotation with the Group.
3. The Group has a paid position of CME/Journal Club Coordinator. This is paid \$5000 annually. This physician is responsible for organizing, recording, distributing monthly CME presentations, and organizing and leading bi-monthly Journal Club meetings. This Physician is also responsible for submitting annual MainPro credits.

Appendix “D” - Scheduling

1. Monthly shift allotment requested by a physician member is approved by the department chief.
 - a. For a member who wants to increase their shift commitment, the department chief and KWEMA executive will meet to discuss as necessary.
 - b. For a member who wants to decrease their shift commitment, they must give the department chief three (3) months notice prior to decreasing their shift commitment.
2. Vacation is defined as a minimum of three consecutive days off in a month at the request of a member.
 - a. Full time members take preference for vacation in such cases where multiple members are requesting the same days off, after which remaining requests are handled on a best efforts basis.
3. New physicians working with the group will not be assigned any 0700 or night shifts for:
 - a. 2 months if they are a newly graduated physician
 - b. 1 month if they are an experienced physician
4. Shift definitions:
 - a. Day shifts start between the hours of 0700-1100
 - b. Evening shifts start between the hours of 1300-1900
 - c. Weekend shifts start on Friday at 1300 up to, but not including, 0700 on Monday morning

Equitable Scheduling

1. All physician members will be assigned an equal proportion of night shifts, weekend shifts, long weekend shifts, and 1800 shifts unless they specifically request more of these shifts from the scheduler.
 - a. Proportional scheduling is relative to the shift commitment of a particular physician.
2. Any physician who enters no preferences for the scheduler will ideally receive an evenly distributed shift allotment across all shift types as per Article 3.6.
3. The department chief and medical directors reserve the right to request the same days and/or same shifts off each week if such a request is to ensure they are attending administrative meetings and/or other activities related to their duties.
4. A physician may request no more than 50% of the same day or shift off in a given month (ie. if there are five (5) Mondays in a month, a physician may only request to be off for two (2) Mondays).

- a. A physician may request more than 50% of the same day or shift off in a given month on a best efforts basis but must keep in mind that for the equitably scheduled shifts mentioned above, the physician will always get their fair share of these shifts.

Appendix “E” - Retirement of nights

Members have the option to not be scheduled for shifts that span more than 50% of the time between the hours of midnight and 8am.

The calculation of this requirement is as follows:

Member’s Age + years of service as KWEMA member = 75 or greater, with a minimum 10 years of service as a KWEMA member

Appendix “F” - Sick Call Protocol

Sickness/emergency plans for which members are unable to fulfill their duty will be dependent on staffing situation and HOCC/on-call arrangements. This appendix may be amended or removed at a later date depending on other arrangements/staffing.

If a member is physically unable to perform his duties he must speak directly with the chief and still try to arrange his own shift coverage to the best of his ability.

If a member can physically perform his duties but this is not ideal, then the responsibility lies fully on the physician to trade his shift or give it away.

Sick Call Protocol

1.) Physically unable to work his assigned shift (i.e., medically unfit for duty or major family/personal crisis) or physically able, but not permitted to work because of Public Health or Occupational Health directives.

- a. **Notify the chief ASAP.** Appropriateness of absence must be approved by the chief.

- b. Email the group AND message the group on the “KW Urgent Messages” group chat asking for urgent help/trade.

- c. Attempt to arrange own coverage for the shifts to the best of one's ability. Contact individual physicians to arrange trades or give-aways of shift. If unable to do this, chief will make arrangements as per his discretion.

- d. KWEMA executives may, at their discretion, determine if a financial incentive is applicable to aid in filling an open shift. This incentive can be paid from HOCC funds

- 2.) Physically able to work his assigned shift (i.e., minor illness or stressor)
 - a. Email the group AND message the group on the “KW Urgent Messages” group chat asking for urgent help/trade.
 - b. Contact individual group members to seek help with coverage.
 - c. If unable to find coverage the physician must work his assigned shift.

Sick Call Stipend

The Physician who is unable to work their assigned shift (i.e., medically unfit for duty or major family/personal crisis), agrees to pay \$500 to the physician who picks up their shift within 24 hr notice. This does not apply to shift trades.

APPENDIX “G” - Association’s Code of Conduct

To be enforced by the department chief where required. Based on hospital policies.

All physician members of KWEMA agree to:

1. Be on time for the start of one’s shift and start seeing patients at the start of a shift.
2. Be professional toward physician colleagues, resource nurses, and all other ED staff.
3. Transition between the various zones within the departments as outlined on the shift maps posted throughout the departments.
4. Physically remain within the department during one’s assigned “resuscitation time” unless circumstances dictate otherwise.
 - a. If a physician must leave the department during their “resuscitation time”, they must notify the resource nurse and a physician colleague with a plan to return as soon as possible.
5. Notify another physician about potentially unstable patients if they need to leave the department outside of their “resuscitation time”.
6. Not skip patient charts or wait-out picking up the next patient chart when free to do so.
7. Not spend considerable time within a shift not seeing any new patients.
8. Not sign up for more than two (2) patients at a time.
9. Promptly see patients after signing up for them so as to not lead to a bed block situation.
10. Not cherry pick before such time as designated on the shift maps posted throughout the departments.

**APPENDIX "H" - The Kitchener-Waterloo Emergency Medicine Associates Undertaking
(Pursuant to Section 9.3)**

TO: The Kitchener-Waterloo Emergency Medicine Associates the
"Association")

AND TO: All current members of the Association (the "Associate Physicians")

IN CONSIDERATION of the Association agreeing to allow me to become a member of the Association, and other good and valuable consideration, the receipt of which is hereby acknowledged, I hereby declare and agree as follows:

1. I have been provided with a copy of The Kitchener-Waterloo Emergency Medicine Associates Association Agreement dated June 1, 2025. I have read the Agreement, understand it and have had the opportunity to obtain independent legal advice with respect thereto.
2. I hereby agree that I will be bound by all terms of the Agreement as a party to the Agreement as if I had signed the Agreement as of the date below written. Without limiting the generality of the foregoing obligation, I also agree as follows:
 - a. I will be a probationary member of the Association for six months and can be terminated therefrom at any time and for any reason within said six months;
 - b. In the event that I breach any term of the Agreement, the Association and the Associate Physicians shall have the rights set out in the Agreement to terminate my membership in the Association; and
 - c. If I decide to withdraw from the Association, I shall provide the Department Chief, Association President and the Group Scheduler with at least 90 days notice as required by Section 10.1 of the Agreement. I understand that in such an event, certain provisions of the Agreement continue to be binding upon me including any ongoing liabilities.

IN WITNESS WHEREOF this Subscription Declaration has been executed by myself on this day of _____, 20____.

Signed, sealed and delivered: _____(Signature) _____(Full Name)

in the presence of: _____(Signature) _____(Full Name)

Appendix “J” - List of previous KWEMA Votes (Date, Topic, Final Decision/Result)

Date	Voting Topics	Result
February 20, 2020	1.) Shorten 1900G shift from 1900-0330 (8.5hr) to 1900-0230 (7.5hr) to add another shift on schedule. 2.) Is a vote required by KWEMA if a shift length is changed by 1 hour or less?	Yes. No.
March 10, 2020	Pay stipend (\$500 day/casino, \$900 night) to a physician who picks up an open shift from another physician who has to be off due to COVID-19 related illness.	Yes.
April 13, 2020	Admit David Vanderburgh into KWEMA.	Yes.
May 12, 2020	COVID surge protocol hours - add 50% to shift lengths.	Yes.
June 23, 2020	Scott Brady (treasurer) and Irene Mitrana (VP) effective July 1, 2020.	Yes.
August 4, 2020	Special schedule request for a member.	Yes.
August 16, 2020	Admit Akuafo Agbenyega into KWEMA	Yes.
September 20, 2020	Apply the 3.6198% AFA increase to our hourly rates or hold the funds in payout.	Payout.
September 30, 2020	Vote to use MetricAid for scheduling	Yes.
November 19, 2020	1.) Increase hourly pay rates. 2.) Allow any AFA shift \geq 7.0hr to be counted at 1.0 shift in payout.	Yes. Yes.
January 22, 2021	Vote to pay non-members (4) KWEMA payout.	Yes.
April 5, 2021	COVID surge protocols - threshold bonus or cumulative bonus with cap.	Cumulative bonus.
May 22, 2021	Gift for Michelle Flanagan (NP) retirement - \$1000.	Yes.
June 21, 2021	Non-KWEMA docs who are receiving an equally distributed schedule will receive proportionate payout, specifically WSIB and out of country/self pay money.	Yes.
June 29, 2021	Admit Nick Lant, Jenn Truong, Mehwhsh Idrees into KWEMA.	Yes.
August 14, 2021	Productivity based pay proposal.	No.
November 17, 2021	Admit Greg Beller into KWEMA.	Yes.
February 5, 2022	Admit Krista Dowhos into KWEMA.	Yes
April 1, 2022	I.Mitrana KWEMA President, W.Whitsitt VP as of Apr 1'22	Yes
April 9, 2022	Admit Jen He into KWEMA as of April 1, 2022	Yes

April 15, 2022	Approve KWEMA Governance Update 2022	Yes
May 2, 2022	\$500 gift for Jane Foster's retirement	Yes
June 12, 2022	Admit Haseeb Naveed into KWEMA as of July 1, 2022	Yes
Oct 3, 2022	Productivity-based Payouts trial Oct 1'22-Mar 31'23.	Yes
Feb3, 2023	Admit Tracy Zhang into KWEMA as of Feb 1'23	Yes
Feb 3, 2023	Admit Obaid Khan into KWEMA as of Feb 1'23	Yes
Feb 3, 2023	Change Sick Call Stipend from COVID funds to individual MD paying \$500 to MD who picks up their 1st shift of sick call within 24hrs	Yes
May 13, 2023	Increase Exec Stipend to \$20,000/yr starting Apr 1'23	Yes
July 4, 2023	Increase Base AFA rate from \$140 to \$142 and add \$50 to 0900 shift for call-back work (How to distribute 2.05% AFA base increase) - started on Jul 1'23	Yes
July 4, 2023	Approve current Productivity-based Payout to become permanent	yes
July 28, 2023	Admit Khash Farzam into KWEMA as of Aug 1'23	yes
July 28, 2023	Admit Johnny Huang into KWEMA as of Aug1'23	yes
Feb 6'24	Approve MetricAid Scheduling Timeline	yes
Mar 19'24	Admit Pedram Mossallanejad into KWEMA as of Feb 1'24	yes
Mar 28'24	Admit Bryant Lambe into KWEMA as of Apr 1'24	yes
Mar 28'24	Admit Sinem Sherifali into KWEMA as of Apr 1'24	yes
Apr 29'24	Proportionally no more nights at 14 shifts/mo and more as of May 1'24	yes
Apr 29'24	25% of payout based on scheduled shifts, 75% based on productivity, as of Apr 1'24	yes
May 12'24	Update Section 12.1 of KWEMA governance (Indemnities Clause)	yes
May 24'24	Admit Kaitlyn Hayes into KWEMA as of June 1'24	yes
July 4'24	Full Nights get paid for 9hrs on 8hr shift, OT will be paid from KWEMA funds	yes
Sep 29'24	Approve K. Farzam for KWEMA Treasurer as of Oct 1'24	yes
Sep 29'24	Proportional Vote to be calculated if results are closer than 60-40, rather than 70-30	yes

