

## AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF BRITISH  
COLUMBIA REPRESENTED BY THE MINISTER OF HEALTH  
("Government")

AND:

THE OPTOMETRY SPECIAL COMMITTEE

AND:

THE BRITISH COLUMBIA ASSOCIATION OF OPTOMETRISTS  
("BCAO")

Collectively, the "Parties"

The Parties agree as follows:

### DEFINITIONS

1 In this Agreement:

"Beneficiary" means a resident of British Columbia who is a beneficiary under the Medical Services Plan in accordance with Section 7 of the *Medicare Protection Act*, R.S.B.C. 1996, c. 286 (hereinafter the *Medicare Protection Act*).

"BCAO" means the British Columbia Association of Optometrists, the professional association for Optometrists and registered as number S0054633 under the *Society Act*, R.S.B.C. 1996, c. 433.

"Continuing Education Fund" means a fund administered by the BCAO to pay for continuing education for Optometrists during the term of this Agreement.

"Enroll" or "Enrolled" means

- i) In respect of a Beneficiary, enrollment under Section 7 of the *Medicare Protection Act*, and,
- ii) In respect of an Optometrist, enrollment under Section 13 of the *Medicare Protection Act*.

"Fee items" are those services, defined in the Optometry Payment Schedule, for which a price is identified.

"HIBC" means Health Insurance BC, the agent of Government for processing invoices and providing payment for Optometric Benefits.

"MSP" means the Medical Services Plan of British Columbia established under the *Medicare Protection Act* and under which payments to Optometrists or reimbursement to Beneficiaries are provided for Optometric Benefits.

**"Optometric Benefits"** are services defined in Section 23 of the *Medical and Health Care Services Regulations*, B.C. Reg. 426/97, and for which payment is provided pursuant to the Optometry Payment Schedule.

**"Optometrist"** means an individual authorized to practice optometry under the *Health Professions Act*, R.S.B.C. 1996, c. 183 s. 55, *Optometrists Regulation*, B.C. Reg. 33/2009 and who is enrolled in the Medical Services Plan.

**"Optometry Liaison Committee"** means the committee established for the purpose of maintaining communication between the Government and the B CAO to address Optometry Payment Schedule matters and resolve disputes.

**"Optometry Payment Schedule"** is the Optometry Payment Schedule established pursuant to s.26(1)(a) of the *Medicare Protection Act*, approved by the Optometry Special Committee.

**"Optometry Special Committee"** means the committee delegated authority under the *Medicare Protection Act* to establish the Optometry Payment Schedule and make decisions on the provision of payments for Optometric Benefits (pursuant to OIC 222/08).

**"BCAO Patterns of Practice Committee"** means the committee of that name established by, and providing advisory services to, the B CAO.

**"Scope of Practice"** is the practice of optometry as defined in section 5 of the *Optometrists Regulation*, B.C. Reg. 33/2009.

## **PURPOSE OF THIS AGREEMENT**

2 The purposes of this Agreement are to:

- a) Maintain a relationship between the Parties based on transparency, constructive collaboration and mutual respect.
- b) Confirm the establishment of the Optometry Liaison Committee.
- c) Verify agreed Government payments for continuing education and planned changes to the Optometry Payment Schedule for Optometrists.
- d) Confirm Standards of Service and eligibility for payment for Optometrists.

## **REPRESENTATION**

3 The Government hereby grants to the B CAO the sole and exclusive right, and the B CAO hereby undertakes the obligation, to represent the collective and individual interest of Optometrists.

## **OPTOMETRY LIAISON COMMITTEE**

4 The Parties agree to continue and maintain an Optometry Liaison Committee to deal with overall issues with respect to the Optometry Payment Schedule for the purposes of:

- a) Ensuring a continuing flow of information between the Parties.
  - b) Maintaining ongoing discussions between the Parties with respect to Optometric Benefits that may be included in the Optometry Payment Schedule.
  - c) Maintaining ongoing discussion between the Parties with respect to utilization management and billing practices and making recommendations on these to the Optometry Special Committee.
  - d) Monitoring utilization of Optometric Benefits, which may result in concerns about the increases in utilization being addressed, and recommendations made to the Optometry Special Committee.
  - e) Developing policies of interest to both parties.
- 5 Membership of the Optometry Liaison Committee shall be composed of no more than three representatives from each of Government and the B CAO, appointed by those parties, including the Chair. The Chair of the Committee will be a representative from the Ministry of Health. Attendance by individuals from other government departments and professional groups, such as the College of Optometrists of British Columbia, may take place as desired, with the mutual agreement of the Parties. Each party is responsible for their own costs of participation in the Optometry Liaison Committee.
- 6 The Optometry Liaison Committee shall meet at least twice per year. Additional meetings may be called by either the Government or the B CAO with thirty (30) calendar days' notice in writing.

## STANDARDS OF SERVICE

- 7 The Parties agree that:
- a) Any person providing Optometric Benefits in the Province of British Columbia and receiving payments for these services from the Government must be registered as an Optometrist in good standing with the College of Optometrists of British Columbia and be enrolled in the MSP.
  - b) Optometrists will provide Optometric Benefits in accordance with standards of practice and professional ethics as defined by the College of Optometrists of British Columbia and in accordance with the *Optometrists Regulation* and the *Health Professions Act*.

## SUBSIDIARY AGREEMENTS

- 8 The Parties may enter into subsidiary agreements. It is intended that all provisions of this Agreement will apply to subsidiary agreements signed after the effective date of this Agreement.

## PAYMENTS TO OPTOMETRISTS

- 9 A description of Optometric Benefits provided to Beneficiaries by Optometrists, and the rates to be paid by the MSP for such services, are listed in the Optometry Payment Schedule. The Optometry Payment Schedule will be updated as needed and will be made readily accessible to Optometrists on the Ministry of Health website.
- 10 A Preamble to the Optometry Payment Schedule has been created to provide additional information for Optometrists and Beneficiaries on medically required eye examinations, referrals by Optometrists to ophthalmologists and neurologists and direct requests from medical practitioners to optometrists. The Preamble to the Optometry Payment Schedule will be made readily accessible to Optometrists on the Ministry of Health website.
- 11 Amendments to the Optometry Payment Schedule will be made as follows over the term of this Agreement, in addition to any general increases in accordance with the Economic Stability Dividend as outlined in Appendix A of this Agreement.
- a) Subject to paragraphs (b), (c), (d), (e), and (f) below, the following new fee items will be added to the Optometry Payment Schedule:
- i. effective January 1, 2016, a new fee item for *Extended Diagnostic Testing* services will be added to the Optometry Payment Schedule. The new fee item can only be claimed for patients who are classified as per ICD9 code 365 (glaucoma). The Parties agree the new fee item will have an estimated annual cost of \$575,000. The fee will be \$23.00 per visit, up to 2 times per year, and the fee item definition in the preamble to the Optometry Payment Schedule will be as follows:
- Glaucoma patients are as defined by the Standards, Limits and Conditions for Practice – Anti-Glaucoma Medication Prescribing (SLCs) set by the College of Optometrists of British Columbia. The SLCs set out the criteria including any and all testing required. The new fee item 2891 – Extended Diagnostic Testing, which comes into effect January 1, 2016 for this condition, is to be used for this purpose.*
- Patients who present with Glaucoma or with risk factors that classify them as glaucoma suspects as per the ICD9 code 365 criteria are eligible for this semi-annual benefit billed in conjunction with 2889, 2899, 2888, 2898 fee items only.*
- ii. effective January 1, 2016, a new fee item for *Therapeutic Contact Lens Bandages* will be added to the Optometry Payment Schedule. The Parties agree the new fee item will be set at \$50.00 and will have an estimated annual cost of \$90,000.
- iii. effective April 1, 2017 the fee item for *Extended Diagnostic Testing* will be expanded to include treatment and management for ICD9 code 370 (keratitis). The Parties agree the expansion of this fee item will have an estimated additional annual cost of \$379,500. The fee will continue to be \$23.00 per visit, up to 2 times per year, and the fee item definition in the preamble to the Optometry Payment Schedule will be as follows:
- Patients who present with keratitis, ICD9 code 370, as defined by the Screening, Diagnosis and Management of Dry Eye Disease: Practical Guidelines for Canadian Optometrists, Canadian Journal of Optometry, Vol. 76 Suppl. 1, 2014. Inflammation*

*must be confirmed by vital dye staining or tear osmolarity to be eligible for this semi-annual benefit billed in conjunction with 2889, 2899, 2888, 2898 fee items only.*

- iv. effective April 1, 2018 the fee item for *Extended Diagnostic Testing* will be expanded to include the treatment and management of ICD9 code 362 (other retinal disorders). The Parties agree the expansion of this fee item will have an estimated additional annual cost of \$828,000. The fee will be \$23.00 per visit, up to 2 times per year, and the fee item definition in the preamble to the Optometry Payment Schedule will be as follows:

*Patients who present with Other Retinal Disorders, ICD9 code 362, defined as limited to pathologies with best corrected visual acuity 20/30 or worse and cross sectional imaging is performed to confirm the nature of the vision loss are eligible for this semi-annual benefit billed in conjunction with 2889, 2899, 2888, 2898 fee items only.*

- b) The Parties agree to closely monitor the utilization of these new fee items during the term of this Agreement and will engage in annual assessments, described further in paragraphs c), d), and e) of the budgetary impact of the new fees. As part of this monitoring process, information will be provided by the Ministry of Health to the B CAO as part of the quarterly utilization reporting process.
  - c) By each February 1 of the term of this Agreement, beginning in 2016, the Ministry of Health and the B CAO will jointly undertake an assessment of the current fiscal year expenditures for the new fee items, in order to determine if the actual expenditure is aligned to the estimated costing as agreed to by the Ministry of Health and the B CAO.
  - d) If the annual assessment reveals that the projected total annual expenditure relating to any new fee item is less than the amount estimated for the new fee items for that year, by a difference of 5% or more, then the difference will be applied to the Continuing Education Fund in a manner agreed to by the Ministry of Health and the B CAO.
  - e) If the annual assessment reveals that the projected total annual expenditure relating to any new fee item is more than the amount estimated for the new fee items for that year, by a difference of 5% or more, the Ministry of Health and the B CAO will meet to discuss the cause and implications. The Ministry of Health and the B CAO will determine and agree on subsequent steps to ameliorate any negative expenditure effect of the new fee items, which may include a fee decrease and/or a lesser amount being applied to the Continuing Education Fund for the year.
  - f) The overall growth of the total optometry MSP expenditure will be excluded from the assessment for the purposes of d) and e) above.
- 12 The list of payments for Optometric Benefits and their definitions in the Optometry Payment Schedule may be revised by the Optometry Special Committee on the recommendation of the Government.
- 13 The B CAO will ensure that Optometrists are aware of the requirements to follow the notice provisions of Section 19 of the *Medicare Protection Act* before charging Beneficiaries for services that are not Optometric Benefits.

## CONTINUING EDUCATION FUND

14 The Continuing Education Fund is intended to support the maintenance and/or improvement of practitioner skills necessary for high quality patient care. Disbursement from the Continuing Education Fund is at the discretion of the BCAO.

- a) The Continuing Education Fund is an annual allotment of monies used to assist Optometrists with eligible educational expenses. The specific terms, conditions, and eligibility criteria applicable to, and benefits available from, the Continuing Education Fund are as approved and published by the Board of Directors of BCAO from time to time.
- b) In the 2015/16 fiscal year, the Government will make a one-time lump sum payment in the amount of \$338,288 to the BCAO. This payment will be made no later than 8 weeks after ratification of this Agreement by both Parties.
- c) In the 2016/17 fiscal year, the Government will provide an amount of \$75,179 to the BCAO for the Continuing Education Fund. This payment will be split evenly such that half is provided on April 1, 2016 and the remaining half is provided by March 31, 2017.
- d) In the 2017/18 fiscal year, the Government will provide an amount of \$150,000 to the BCAO for the Continuing Education Fund. This payment will be split evenly such that half is provided on April 1, 2017 and the remaining half is provided by March 31, 2018.
- e) In the 2018/19 fiscal year, the Government will provide an amount of \$227,459 to the BCAO for the Continuing Education Fund. This payment will be split evenly such that half is provided on April 1, 2018 and the remaining half is provided by March 31, 2019.
- f) The funding identified in 14 b) to 14 e) is subject to the assessment of the new fee items as identified in 11 b) to 11 f), such that an amount lower or higher than what is identified for the Continuing Education Fund could be provided by Government to the BCAO.
- g) It is understood that the payment of \$338,288 made in the 2015/16 fiscal year represents approximately 0.2% of the entire optometry expenditure over the 5 year term of this Agreement based on 2015/16 expenditure estimates as agreed to by the Parties.
- h) It is the intention of the Parties to negotiate in years subsequent to the Term of this Agreement, annual funding provided to the Continuing Education Fund at a rate of 0.2% of the annual optometry expenditure subject to paragraph i) below.
- i) Despite paragraph g) above, the Parties agree that they may alter the 0.2% Continuing Education Fund formula as a part of future negotiations.
- j) BCAO may charge a reasonable administration fee of up to a maximum of 10% per year to administer the Continuing Education Fund. This administration fee will be charged to the Continuing Education Fund.
- k) Upon request BCAO will provide the Government with a report in the form and manner prescribed by Government, showing expenditures made to date from the Continuing Education Fund.

## SCOPE OF PRACTICE CHANGES

- 15 The Government and the B CAO will consult and collaborate with each other to ensure the provision of high quality optometric services to the residents of British Columbia.
- 16 It is acknowledged and agreed that this Agreement requires ongoing dialogue and consultation on major issues of significance to the provision of optometric care, including, but not limited to, policy, changes to scope of practice, billing integrity, data sharing and how optometric services are funded.
- 17 Where a scope of practice change is anticipated or proposed by either Party to this Agreement, the Parties shall meet within 30 calendar days of a written request by either Party. Consultation with respect to scope of practice changes will be informal and collaborative and will include areas such as requirements of the College of Optometrists of British Columbia regarding the standard of care for Optometrists, legislative or regulatory changes, and the funding requirements for new optometric services.

## DATA SHARING

- 18 The Parties agree that sharing relevant information and data in a timely manner is necessary to support the purpose of this Agreement.
- 19 The Government, through the Ministry of Health, agrees to share information with the B CAO regarding the number and amount of payments for Optometric Benefits. The distribution of such information is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c. 165, and Section 49 of the *Medicare Protection Act*, and any other applicable laws or Government policies.
- 20 The B CAO agrees to provide information to the Government on optometry practice including, where appropriate, information showing trends and services within the practice of optometry.

## BCAO PATTERNS OF PRACTICE COMMITTEE

- 21 For the purposes of section 5(1)(r) of the *Medicare Protection Act*, the B CAO Patterns of Practice Committee may be provided information by the Medical Services Commission concerning claims submitted by an Optometrist to the Medical Services Commission in accordance with section 46(h) of the Medical and Health Care Services Regulation, BC Reg 426/97.
- 22 The Parties acknowledge that the Medical Services Commission has the right and responsibility to appoint inspectors to audit the patterns of practice of Optometrists as part of a random review or in response to service verification irregularities.

## BILLING DISPUTES

- 23 The Government and the B CAO agree to resolve disputes related to MSP billing by establishing a three step process, in the order set out below:



- a) Informal discussion between the Government, HIBC, and the BCAO in which they make every reasonable effort to resolve the dispute.
- b) Billing disputes will be referred to the Optometry Liaison Committee in the event that informal discussion does not remedy the dispute. The BCAO or the Optometrist will send, in writing, notice setting out the dispute, and the remedy sought within thirty (30) calendar days of the dispute occurring. The Optometry Liaison Committee then has thirty (30) calendar days to resolve the dispute.
- c) If the Optometry Liaison Committee fails to resolve the dispute, then the matter must be referred to the Optometry Special Committee. The Optometry Liaison Committee will send written notice setting out the issues in the dispute and requesting a decision be rendered by the Optometry Special Committee within thirty (30) calendar days of the issuance of the notice.
- d) The decision of Optometry Special Committee will be binding on all Parties.

#### **AGREEMENT DISPUTES**

- 24 If there is a dispute over the interpretation of this Agreement then the Parties will, in the order set out below:
  - a) Refer the dispute to the Optometry Liaison Committee for an informal discussion.
  - b) If the Optometry Liaison Committee is unable to resolve the dispute then any Party can initiate a dispute resolution process by issuing a written notice of the dispute to a Mediator agreed upon by the Parties within thirty (30) calendar days of the deliberation on the dispute by the Optometry Liaison Committee. If the Parties are unable to agree on a mediator, then the Parties will request the B.C. Arbitration & Mediation Institute to provide a mediator.
  - c) If the Parties are unable to achieve a resolution through mediation then any Party may refer the dispute to a final and binding arbitration process within thirty (30) calendar days following the termination of the mediation process. If the Parties are unable to agree on an arbitrator, then the Parties will request the B.C. Arbitration & Mediation Institute to provide an arbitrator.
  - d) Alternatively, by mutual agreement of the Parties they may choose to combine mediation and arbitration in a mediation-arbitration process.
- 25 Each Party is responsible for its own costs for mediation and/or arbitration. The costs associated with engagement of a mediator or arbitrator will be shared equally by the Government and the BCAO.
- 26 The decision of the mediator or arbitrator will be final and binding on all Parties.
- 27 The *Commercial Arbitration Act* will guide the Parties in applying this part of this Agreement.



## **TERM OF AGREEMENT**

- 28 This Agreement shall be for a term of five (5) years, commencing on April 1, 2014 and ending on March 31, 2019.

## **AMENDMENTS**

- 29 This Agreement may be amended by agreement of the Parties in writing at any time during the term of this Agreement. However, no amendment of this Agreement is effective unless it is in writing and signed by the Parties.

## **TERMINATION**

- 30 Any Party may terminate this Agreement:
- a) For any reason, after giving the other Parties ninety (90) calendar days written notice of termination.
  - b) For breach of this Agreement by any Party, on giving the other Parties thirty (30) calendar days written notice of termination.
- 31 The Party claiming the breach under Article 28(b) must notify the other Parties by registered letter of:
- a) The nature of the breach;
  - b) The article of this Agreement alleged to have been violated and any remedy sought;
  - c) Its intention to terminate the Agreement thirty (30) calendar days from the date of the registered letter.
- 32 The Party that issues a notice of termination for breach of this Agreement may increase the notice period or withdraw notice subject to an appropriate plan to address the breach which is accepted by the Party that provided notice of termination:
- 33 A waiver of any term of this Agreement or of any breach of this Agreement by any Party is not a waiver of any other term or any other breach.

## **RENEWAL**

- 34 Each Party agrees to advise the other Parties in writing by December 1, 2018, of its intention to renew or renegotiate this Agreement.
- 35 The Parties may commence negotiations for renewal of this Agreement after December 1, 2018.
- 36 If the Parties do not reach agreement by March 31, 2019, then any one of the Parties may refer the unresolved issues identified through negotiations to a mutually acceptable mediator from the BC Roster of Arbitrators and Mediators for mediation. The costs for mediation will be shared equally between the Government and BCAA.

- 37 If renegotiation of this Agreement through the mediator does not resolve the issues referred to in Section 37, or if one Party does not agree to mediation, then either the Government or B CAO may refer the matter to binding arbitration under the *Commercial Arbitration Act*.
- 38 Where a renegotiation of this Agreement is referred to binding arbitration under Section 38, each Party must pay its own cost and the cost of the arbitrator will be shared equally between the Government and the B CAO.
- 39 In the event that a revised agreement is not reached by March 31, 2019, this Agreement will continue in full force and effect until such time as this Agreement is renewed by the Parties or is terminated by one Party.
- 40 The Parties may agree to amend any of the time limits specified in this Agreement.

#### **GENERAL**

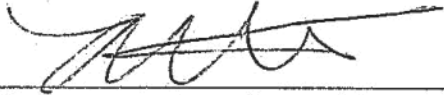
- 41 This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
- 42 Any notice contemplated by this Agreement, to be effective, must be in writing and either mailed by prepaid registered mail, personally delivered or faxed to the Parties at the following addresses:
- If to the Government, at: 3-1, 1515 Blanshard St., Victoria B.C. VSW 3C8 Fax 250 952 3131*
- If to the Optometry Special Committee, at: 3-1, 1515 Blanshard St., Victoria B.C. VSW 3C8 Fax 250 952 3133*
- If to the B CAO, at: 610 – 2525 Willow Street, Vancouver BC V5Z 3N8 Fax 604 737 9967*
- 43 Despite Section 42, any of the Parties may give verbal or written notice to the others of a substitute address or fax number from time to time.

#### **ATTACHMENTS**

Appendix A – Letter of Agreement Re: Economic Stability Dividend

Agreed this 4 day of December, 2015 at Victoria.

SIGNED, SEALED and DELIVERED on behalf of  
HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA as represented  
by the Minister of Health or his duly authorized representative:



*Ted Patterson, Assistant Deputy Minister, Ministry of Health*

AND

On behalf of the OPTOMETRY SPECIAL COMMITTEE:

 ROBYN WHITE DEPUTY CHAIR O.B.D

*Stephanie Power, Chair, Optometry Special Committee*

AND

On behalf of the BRITISH COLUMBIA ASSOCIATION OF OPTOMETRISTS (BCAO):



*Dr. Gurpreet Leekha, President*

**Appendix A: Letter of Agreement Re: Economic Stability Dividend**

**LETTER OF AGREEMENT**

**BETWEEN:**

**HER MAJESTY THE QUEEN IN THE RIGHT OF  
THE PROVINCE OF BRITISH COLUMBIA**

**As represented by the  
MINISTER OF HEALTH  
(the "Government" or the "Province")**

**AND:**

**THE OPTOMETRY SPECIAL COMMITTEE**

**AND:**

**THE BRITISH COLUMBIA ASSOCIATION OF OPTOMETRISTS  
("BCAO")**

**Re: ECONOMIC STABILITY DIVIDEND**

**Definitions**

1. In this Letter of Agreement:

"**Agreement year**" means each twelve (12) month period commencing on the first day of the renewed Optometry Master Agreement. For example, the agreement year for the Optometry Master Agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the Optometry Master Agreement;

"**Economic Forecast Council**" means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23;

"**Forecast GDP**" means the average forecast for British Columbia's Real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

"**Fiscal year**" means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as 'the period from April 1 in one year to March 31 in the next year';

"**Calendar Year**" is a twelve (12) month period starting January 1<sup>st</sup> and ending December 31<sup>st</sup> of the same year based upon the Gregorian calendar;

"**GDP**" or "**Gross Domestic Product**" for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

**"GI" or "General Increase"** means an increase resulting from the formula set out in this LOA and applied as a percentage increase to Fees in the Optometry Agreement as described at paragraph 9 of this Letter of Agreement on the first pay day after the commencement of the eleventh (11<sup>th</sup>) month in an agreement year;

**"Real GDP"** means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada's Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as "Real Gross Domestic Product at Market Prices" currently in November of each year;

### **The Economic Stability Dividend**

2. The Economic Stability Dividend shares the benefits of economic growth between Optometrists in the public sector and the Province contingent on growth in BC's Real GDP.
3. Optometrists will receive a general increase (GI) equal to one-half (1/2) of any percentage gain in Real GDP above the forecast of the Economic Forecast Council for the relevant Calendar Year.
4. For greater clarity and as an example only, if Real GDP were one percent (1%) above Forecast GDP then Optometrists would be entitled to a General Fee Increase of one-half of one percent (0.5%).

### **Annual Calculation and publication of the Economic Stability Dividend**

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each Agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.
6. The timing in each Calendar Year will be as follows:
  - (i) February Budget – Forecast GDP for the upcoming Calendar Year;
  - (ii) November of the following Calendar Year – Real GDP published for the previous Calendar Year;
  - (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous Calendar Year;
  - (iv) Advice from the PSEC Secretariat to employers' associations, funders, employers, agencies, professional associations, and unions of the percentage allowable General Increase, if any, for each bargaining unit or group with authorization to employers and agencies to implement the Economic Growth Dividend.
7. For greater clarity and as an example only:

For agreement year 3 (2016/17):

- (i) February 2015 – Forecast GDP for the 2015 Calendar Year;
- (ii) November 2016 – Real GDP published for the 2015 Calendar Year;
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;

- (iv) Direction from the PSEC Secretariat to employers' associations, employers, agencies and unions of the percentage allowable General Increase, if any, for each bargaining unit or group with authorization to employers and agencies to implement the Economic Growth Dividend;
- (v) Payment will be made concurrent with the General Increases on the first pay period after February, 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019, respectively.

**Availability of the Economic Stability Dividend**

- 8. The Economic Stability Dividend will be provided for each of the following agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

**Allowable Method of Payment of the Economic Stability Dividend**

- 9. The Economic Stability Dividend must be applied as a percentage increase only on Fees in the Optometry Payment Schedule and for no other purpose or form.