

A Chronology of the University Clinical Faculty Association (UCFA) of BC

1990 - 1999

Successive committees designed to improve the relationship between Clinical Faculty (CF) and the Faculty of Medicine (FOM) sat for a decade under three CF chairpersons (Drs Derryck Smith, Roly Lauener and Suzanne Lewis). Many excellent suggestions were put forward but the FOM agreed to adopt only minor changes which were insufficient to alter the morale of CF which had been deteriorating for some time.

December 1991

A Clinical Teachers Association chaired by Dr Angus Rae formed at St.Paul's Hospital and achieved some gains - notably the removal from their University/Hospital affiliation document of clauses that required CF appointees to do research and have a university appointment in order to continue clinical activities. In addition, a statement that the hospital and university should jointly pursue "Practice Plans"*** was removed. This Association became defunct when the University Clinical Faculty Association (UCFA) formed in 1998.

April 1995

An outside review of the finances of the FOM recorded a debt of \$5.6M. The report warns the FOM that "...morale is in danger of diminishing throughout the Faculty, but it is at a seriously low ebb amongst the clinical faculty who feel that they are not rewarded or recognized for what they do..."

CF at large were not told of this report and nor were they consulted about possible remedies. The response of the FOM was to further the pressure on CF to join "Practice Plans" and to continue increasing the teaching load as teaching needs burgeoned. with the introduction of problem based learning (PBL).

March 1998

The UCFA formed to promote the interests of CF, provide them with a base for representation, obtain a written working agreement with the FOM and eventually a legal working contract. It was believed that only in this way could the morale of CF be restored, since they would now be protected from arbitrary acts and obtain fair compensation for teaching and other contributions to the medical school. This would stabilize the medical school as it prepares to expand beyond the downtown teaching hospitals with a view to increasing the number of students and ultimately practicing doctors at a time of dire shortage.

June 1998

At its inception the UCFA was a fragile structure with support from only 20% of CF and without acknowledgement or recognition from the FOM. A major reason for forming was to contain the rising anger amongst CF at the arbitrary treatment meted out to them by the FOM, anger which was clearly displayed in June 1998 when the Division of Cardiology passed a motion to withdraw from teaching students by seventeen votes to one with two abstentions.

November 1998

The threat from cardiology gave the impetus to the formation of a Task Force for which the FOM and UCFA take equal credit. With Dr Monique Bertrand as chair and equal representation from both parties, the Task Force after a year of hard work produced a document entitled "[Mutual Responsibilities and Obligations for Clinical Faculty and Faculty of Medicine.](#)" This document was ratified and signed in November 1999 by Dr John Cairns on behalf of FOM and Dr Angus Rae, President, on behalf of UCFA. This landmark document is the first of its kind in Canada.

In the meantime the formation of this Task Force and the advent of the UCFA as the representative of CF was sufficient to allow the cardiologists to withdraw their threat to stop teaching.

1999

UCFA activities were largely on hold during 1999 as we awaited the results of this Task Force whose deliberations were long and arduous but happily harmonious and occupied in the aggregate hundreds of hours of time on the part of unpaid UCFA (Drs George Price, Derryck Smith, Clifford Chan Yan) to whom all CF should be grateful. It is regrettable that while our colleagues were negotiating in good faith, the F.O.M without our knowledge or input were developing and subsequently published two documents giving their vision of the future entitled "Strong Medicine" and "Destination Health". The UCFA took exception to both which ran counter to the contents and spirit of the Task Force document. That the FOM should simultaneously negotiate with us and produce these opposing documents suggests at best a lack of communication within their ranks. (Those who still have a copy of Strong Medicine may be interested to read our [objections](#) to it which were published in the BCMJ).

April 2000

Several months after the signing of the Task Force document there was no sign of its implementation, so the UCFA, with the legal assistance of Ms Cathy Cordell from the BCMA, advised the FOM that we would like to begin negotiations to obtain a service contract to include a schedule of payments for contributions made by CF to the medical school, (based on a unit value system accepted by Faculty Executive in 1996 but never used.)

August 2000

Negotiations began after much delay and finally broke down in January 2001, in part because the FOM's legal advice was that to bargain with the UCFA as a body would be against the law (a ruling to which UCFA obtained a contrary legal opinion). Our negotiation team headed by Dr Christopher Thompson together with Drs Derryck Smith and John Wade put in a tremendous effort contributing hundreds of hours and cannot be faulted for the break down.

March 2001

Finally, to break the deadlock, the FOM and the UCFA agreed to outside mediation and

Ms Judy Korbin was appointed for the purpose. This resulted in a set of agreed principles to be developed by our respective legal counsels into an [Appointment/Offer \(A/O\)](#) letter to form the basis of an individual CF member's appointment with the University FOM. Since the FOM would not deal with the UCFA collectively, these individual contracts were the only option. It is worth pointing out here that CF are not regarded as university "teachers" under the University Act; furthermore the Dean has repeatedly stressed that the independent contractor status of CF is to be preserved.

August 2001

After several attempts by the FOM unilaterally to add material to the A/O letter not agreed at mediation, a final version was sent to all members of CF. This letter defined the relationship between the parties and included a dispute mechanism, mechanisms for promotion and a schedule of payments for CF services to the FOM, mutually agreed and recorded in writing.

Payment schedules apply to fee-for-service CF physician members. For those paid by other means the following paragraph in the A/O letter is important. "...Members of clinical faculty who have contracted with a third party to provide teaching, administrative or research services, will not be compensated for them under the above schedule. For services in excess of those contracted, the schedule applies..." It follows that these members of CF should consult their contracts to determine how many hours service they have contracted to provide to the university. If a specific figure is not given this should be clarified with the contractor before invoicing the FOM for these services.

February 2002

The new "Clinical Faculty Affairs Office" (Tel 604 875 4111, local 68608, Fax 604 875 5611) under the direction of Dr Monique Bertrand is now responsible for implementing the Task Force document and the A/O letter. Please address your questions, comments and problems to this office.

There will be many teething problems in getting this "show on the road". It is twelve years since we embarked on efforts to improve the lot of CF and four since the UCFA formed and proposed this novel approach to the clinical training of medical students, an approach which we believe will form a solid basis for production of the skilled and dedicated new doctors we so desperately need.

We all owe a debt to those named in this short chronology, to Dr Jim Busser for outstanding and time consuming work on this website, and to those UCFA members too numerous to mention who have so selflessly contributed their time.

**The term "Practice Plan" is here used as shorthand for a contractual arrangement whereby funds arising from whatever source, including patient care, are pooled and disbursed as salaries to those providing that care and to meet the academic and other

needs of a university Department/Division.

There are many forms of this arrangement including the so called "Clinical Academic Service Contracts" (CASC's). The UCFA does not yet have a position on these arrangements but are interested in preparing a statement on their merits and possible dangers. Meanwhile the BCMA and the UCFA advise that you consult either of these bodies and /or your lawyer before signing a contract.