

A Chronology of Events

Relationship between the Faculty of Medicine (FoM) and Clinical Faculty (CF)

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Relationship between FoM and CF

1980's

- ◆ Informal and arbitrary
 - No written terms of appointment
 - Varied between departments and divisions
 - From collegiality to coercion
 - Initially tolerated, situation deteriorated
 - Increasing FOM demands
 - Changing times for CF

FM Clinical Faculty Committee

- ◆ During the early 1990' s:
 - Committee attempts to improve conditions
 - Successive Chairpersons report
 - Innovative recommendations, including the Derryk Smith Report
 - Resulted in minor changes
 - FOM responds to recommendations with litany of constraints, but no constructive alternatives

SPH Clinical Teachers Association (CTA)

- ◆ Spearheaded by Dr. Angus Rae in 1991
- ◆ Gains achieved:
 - UBC-SPH Affiliation Agreement changes
 - Terms of appointment to FM and SPH
 - Removal of requirement for “Practice Plans”
 - (Changes not with FoM agreement, but with pressure on Hospital administration).

External Review FM Finances

- ◆ April 1995:
- ◆ FoM recorded a debt of \$5.6 million
- ◆ “...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 not aware of report, but are pressured to form “Practice Plans” to support FoM

University Clinical Faculty Association (UCFA)

- ◆ Formed in 1998, CTA now defunct
 - To promote interests of CF
 - Representation of CF
 - Obtain written service agreement with FoM
 - Interests of trainees and patients

Infamous Cardiology Motion

- ◆ June 1998 - All DoM Divisional Secretarial support discontinued.
- ◆ Motion passed, widely supported by others:
 - No further teaching of medical students unless secretaries returned and discussion between Dean and Cardiology regarding future arrangements and mutual expectations.

Infamous Cardiology Motion

- ◆ Possibility of wildfire withdrawal of teaching
- ◆ Dean convenes urgent meetings
- ◆ Task Force Committee (TASC) initiated jointly by UCFA and the FoM
 - Relationship to be defined
 - Cardiology agrees to await report

TASC

- ◆ Chair: Monique Bertrand.
- ◆ Members: 5 CF (3 UCFA; 2 FOM); 3 FT; Dean's Admin. Assistant.
- ◆ Facilitators: Qualstar Solutions Inc.
- ◆ Convened in December 1998: meetings conducted through 1999.



TASC

- ◆ Task Force Committee conditions:
 - Work to commence only if negotiated recommendations acted upon and guaranteed
 - Dean emphatically agrees

The TASC Agreement

- ◆ “Mutual Responsibilities and Obligations for Clinical Faculty and Faculty of Medicine”
- ◆ Submitted by Dean to Faculty Executive
 - Unanimously agreed and passed October 1999.
 - Dean instructed to commence implementation.
 - Signed by Dean and President of UCFA.

The TASC Agreement

- ◆ Outlined functional arrangements.
 - Scheduling; resources; inclusion & consultation.
 - Principle of appropriate remuneration.
- ◆ CF rights, including representation rights.
- ◆ Detailed implementation plan with timelines included.



The TASC Agreement



“The Faculty of Medicine recognizes the right of the Clinical Faculty to have independent representation in its dealings with the University when defining the roles, responsibilities, rights, and rewards of Clinical Faculty members.”

The TASC Agreement

“Individual Clinical Faculty members will have the right to choose how they are to be represented. The Faculty of Medicine recognizes the right of Clinical Faculty members to form an association. If an individual Clinical Faculty member chooses to be represented by an association, the Faculty of Medicine recognizes the right of the association to be the sole representative of that Clinical Faculty member.”



The TASC Agreement



Was widely praised and anticipated to usher in a new harmonious and mutually respectful relationship between the FOM and CF.

Then.....

Chronology continued...

- ◆ The months pass by – no movement regarding implementation of the TASC agreement.
- ◆ April 2000: Cathy Cordell instructed to represent UCFA re negotiations for service contract.
- ◆ Negotiations commence August 2000
 - Team: D. Smith; C. Thompson; J. Wade.

Behind the Scenes

- ◆ While negotiations proceed:
 - Dean makes announcements and distributes opposing documents.
 - FOM expedites CASC process with Hospitals and Government:
 - Terms contrary to TASC Agreement
 - One sided in favor of FOM
 - FOM – no obligations vs. CF obligations

Suspension of Student Teaching

- ◆ January 2001: Negotiations break down.
- ◆ February 2001: UCFA organizes widespread suspension of teaching.
- ◆ March 2001: FOM agrees to mediation

Mediated Agreement

- ◆ Mediator: Judith Korbin.
- ◆ FOM team includes the Dean, a VP Human resources, UBC.
- ◆ August 2001: Final A/O Letter drafted – FOM attempts to insert “unauthorized” footnotes.

Mediated Agreement

- ◆ Appointment/Offer Letter for individual CF
 - Terms of appointment.
 - Payment schedule, including teaching combined with patient care.
 - Definition of “assigned” teaching.
 - Dispute mediation.
 - Teaching tracking project funded by FOM.
- ◆ June 2001: Approved at Faculty Executive.

More of the Same

- ◆ Months pass by, invoicing system in chaos
 - Individual and group invoicing.
 - No system of tracking/responding.
 - No payments; no responses from FOM.
- ◆ Dr. Brad Munt resorts to arbitration
- ◆ UBC lawyers argue that clinical teaching has no value

The Munt Affair

- ◆ Arbitrator: Murray A. Clemens, Q.C.
- ◆ Counsel for Claimant and Respondents.
- ◆ April 2003: Arbitrator jointly appointed.
- ◆ October 2003: Arbitration award submitted

The Munt Affair

◆ FOM Position:

- Teaching not really assigned to Munt.
- Teaching combined with patient care is of no intrinsic value.
- “Nominal” payment agreed to by Munt, is “*Existing in name only; not real or actual*”

The Munt Affair

◆ Summary of Arbitration:

- Munt's teaching was "formally assigned" as defined in agreement.
- Teaching services are compensable at \$8.00/hr ("nominal").
- Munt awarded costs of arbitration.

FOM Response to Arbitration

- ◆ Initial refusal to abide by decision.
- ◆ Munt “fired” and no longer assigned teaching, but has “obligation” to teach residents who happen to appear on his service!
- ◆ Dean unilaterally moves to re-define terms of A/O Letter; and teaching of residents is “declassified” as “Formally Assigned” and converted to “Obligation” of CF.

Faculty Meeting

November 13, 2002

- ◆ Resolution to not support Medical School expansion unless:
 - Government in writing commits to increase residency positions.
 - FOM must undertake study of current and future human resources for clinical teaching.
 - Clear implementation plan must be in place.

Seconded by PARBC

Faculty Meeting May 12, 2004

- ◆ Failure of FoM to enact motion Nov. 2002:
- ◆ Resolution recommending that the University Senate delay implementation of medical school expansion until detailed:
 - Review of human resource requirement.
 - Financial report addressing all aspects of expansion presented to the Faculty of Medicine

Seconded by PARBC

Interpretation and Summary

- ◆ FOM has shown no sincere interest in resolving CF concerns – twenty-year record.
- ◆ FOM responds only to threat of withdrawal of teaching (1998 and 2001).
- ◆ The TASC Agreement has been betrayed.
- ◆ Negotiated A/O Letter – was never intended to be honored and is now thrown out.