

Residency Training and Employment Agreement

Between: **Fraser Health Authority (FHA); Vancouver Coastal Health Authority-Providence Health Care (VCH-PHC); Provincial Health Services Authority (PHSA)** (*hereafter referred to as "Lower Mainland Pharmacy Services"*)

And:

[Name of Pharmacy Resident] (*hereafter referred to as "Pharmacy Resident"*)

This Agreement was made on MM/DD/YY: _____

WHEREAS:

- A. The Pharmacy Resident has been accepted to the Pharmacy Practice Residency program with Lower Mainland Pharmacy Services;
- B. The purpose of becoming a Pharmacy Resident is to obtain the training and orientation necessary to enable the Pharmacy Resident to be considered for employment as a Clinical Pharmacist (e.g., Grade II Pharmacist as per job description in the Health Science Professionals Bargaining Association (HSPBA) unions);
- C. FHA, VCH-PHC, PHSA, in affiliation with the University of British Columbia ("UBC"), is accredited by the Canadian Hospital Pharmacy Residency Board to provide the training and to certify that the Pharmacy Resident has successfully completed the requisite training;
- D. The parties wish to enter into an Agreement to reflect their mutual rights and obligations under this training and employment agreement.

THEREFORE in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, the Lower Mainland Pharmacy Services and the Pharmacy Resident agree as follows:

1. The Pharmacy Resident will meet all obligations of the Pharmacy Practice Residency program as set by the Canadian Pharmacy Residency Board (CPRB) Accreditation Standards for Pharmacy (Year 1) Residencies and the BC Pharmacy Year 1 Residency Program Standards for Program Administration.
2. The Pharmacy Resident will devote all reasonable, sufficient and appropriate amount of their time, energy and efforts to completing the required training at the Health Authorities that the Pharmacy Resident is located at during the residency.
3. The Pharmacy Resident will receive benefits as set out in the offer letter for the full time Pharmacy Practice Residency program. Pharmacy Residents offered a position in training at either, VCH-PHC,

FHA, PHSA will have, at their option, the opportunity to select entering the program with or without completing a 1 year return of employment. Those choosing to accept training with Lower Mainland Pharmacy Services but decline a 1 year return of employment at the completion need not sign this contract.

4. As a further inducement for the Pharmacy Resident to receive their training with Lower Mainland Pharmacy Services AND accept an offer of employment the Pharmacy Resident will receive a repayable stipend of \$16,350, which will be forgiven or recoverable in accordance with paragraphs 6 and 7 below. In addition to the repayable stipend, the resident will not be required to pay a tuition fee (\$16,350) and will receive \$16,350 regular stipend as stated in the letter of offer. A total of **\$32,700** (\$16,350 repayable stipend plus \$16,350 as a regular stipend) will be paid to the Pharmacy Resident in regular installments (as determined by Fraser Health Payroll Services) less applicable statutory deductions and income tax. Should the Pharmacy Resident terminate their residency at any time during the twelve month period, the above payments will cease and the Resident will owe the appropriate Health Authority any amounts received from the \$16,350 repayable stipend, as well as the prorated amount of the \$16,350 tuition fee.
5. The Pharmacy Resident recognizes that the foregoing sum and the waiving of the tuition fee is paid to them on a voluntary basis by Lower Mainland Pharmacy Services. This is also being proposed to encourage the Pharmacy Resident to obtain their training through the Lower Mainland Pharmacy Services and to become and remain employed in one of the Lower Mainland Pharmacy Departments subsequent to the completion of said residency.
6.
 - a) Once the Pharmacy Resident successfully completes their training, the Lower Mainland Pharmacy Services agrees to employ the Pharmacy Resident in a full-time position as a Clinical Pharmacist (Pharmacist II) immediately upon completion of the training if a position is available¹ in Lower Mainland Pharmacy Services. In early spring of each year, the current Pharmacy Residents will be given an opportunity to select from and apply to available positions in Lower Mainland Pharmacy Services. In the event that the Pharmacy Resident has not secured an available regular position within the Lower Mainland by May 30 of each year, then a Director from the Lower Mainland Pharmacy Services will, at their option, allocate a position to the Pharmacy Resident following successful completion of their training. The Lower Mainland Pharmacy Services has until the last day of the residency to provide a position for the resident. As stated in paragraph 6e below, if a position is not available by the last day of the residency, then all amounts will be forgiven and the Pharmacy Resident is released from the terms of this contract.
 - b) Once regular employment has commenced, the amount referred to in paragraph 4 (a total amount of \$32,700) will be forgiven at the rate of 1/12 per month of completed full time employment and an appropriate prorated amount for part time employment. Employment shall be granted as either temporary (e.g., Maternity Leave, Relief) or permanent status.
 - c) Should the Pharmacy Resident terminate their employment with a Lower Mainland Pharmacy Services Department prior to the expiry of 12 months from the start of full-time employment, the Pharmacy Resident agrees that any amount from the \$32,700 is due and owing. For example,

¹ An available position is generally one that has become external (i.e., has no internal candidates)

should the Pharmacy Resident leave their employment at the end of nine (9) months, the Pharmacy Resident agrees to repay 3/12 of \$32,700.

d) The Lower Mainland Pharmacy Services values continued education in advanced pharmacy practice. If the Pharmacy Resident terminates their employment during the contracted period for the explicit reason of entering a one year Canadian Advanced (Year 2) Pharmacy Residency Program, the Pharmacy Resident will be required to fulfill the terms of this agreement immediately after the completion of the one year Canadian Advanced (Year 2) Pharmacy Residency Program – either in employment or repayment. The resident will need to provide a Director within the Lower Mainland Pharmacy Services with proof of enrolment in the program. Upon completion of said Advanced (Year 2) Pharmacy Residency Program, the resident will be provided employment as a Clinical Pharmacist (Pharmacist II) as stated in 6 a. At the discretion of a Director within the Lower Mainland Pharmacy Services, the Pharmacy Resident (and Graduate of the Advanced (Year 2) Pharmacy Residency Program) may be considered for other positions if the Pharmacy Resident is adequately qualified, the position is available¹ and terms of the position are agreeable to both parties.

e) In the event that a Lower Mainland Pharmacy Services position is not available at the completion of the residency or the Lower Mainland Pharmacy Services terminates the employment of the Pharmacy Resident for any reason (with the exception of just cause), any remaining amount will be forgiven.

f) In the event the resident is terminated for just cause, any amount of repayable and regular stipend will be repayable as per paragraph 6c above.

7. In the event a Lower Mainland Pharmacy Services offers and the Pharmacy Resident accepts part-time employment as a Clinical Pharmacist, the repayable stipend amount in paragraph 4, (i.e. \$32,700) will be forgiven at a rate proportionate to the amount of hours worked, (i.e. 0.5 FTE would be paid at a rate of 1/24 per month). Should the Pharmacy Resident terminate their employment prior to the expiry of the full term of the offer of employment, the Pharmacy Resident agrees that any amount from the \$32,700 is due and owing.
8. It is expressly agreed by the parties that casual employment within the Lower Mainland Pharmacy Services does not discharge the obligations and consequences set out in paragraphs 6 and 7 above.
9. This agreement is in effect from the date of signing until the Pharmacy Resident completes the training and the equivalent of one year's employment or the resident repays any amounts under paragraphs 6 and 7 above.

