Statement
Of Main Terms
And Conditions Of Employment

Pharmacist / Manager
Statement of Main Terms and Conditions of Employment

In compliance with the Employment Rights (Northern Ireland) Order, 1996 this statement sets out certain terms and conditions of your employment contract.

1. **Employer’s / Co Name:** ________________________________
   
   **Employee’s Name:** ________________________________

2. **Employment Term**

   Your employment commenced on ________________________________
   
   - Previous employment with ________________________________ will count as part of your period of continuous employment*
   
   - No employment with a previous employer counts as part of your continuous employment.*

   **Your employment is:**
   
   Permanent (subject to probation and notice as stipulated in this Statement)*
   
   Temporary (subject to trial period or notice as stipulated in this Statement)*
   
   - The period of temporary employment is _____________, however, circumstances may dictate an earlier or later termination. You will be notified in writing by the Manager / Employer of any changes to your period of employment.

   The probationary / trial* period is ___________ and your employment may be terminated during this period at any time subject to the notice requirements at clause 15 below. We may extend this period for up to a further [ ] months. During this probationary period your performance and suitability for continued employment will be monitored.

3. **You may be required to undertake other duties from time to time as we may reasonably require.**

   You warrant that you are entitled to work in the UK without any additional approvals and will notify the Employer immediately if you cease to be so entitled at any time during your employment with the Employer.

4. **Job Title:** ________________________________

   Where you are the Superintendent Pharmacist, in addition to your duties as Manager and Pharmacist in personal control of the pharmacy, you are responsible for the observance of all legal and professional requirements of the Company in relation to the pharmaceutical aspects of its business. You are required to carry out the duties of Superintendent Pharmacist as laid down in paragraph 6.3 of the Pharmaceutical Society of NI’s Code of Ethics.

* Delete as necessary
5. **Place of Work**

Your place of work will be at ________________________________

However you may be required to work at other sites as and when necessary. In such a case, you will be given reasonable notice of any change, where possible, and you will be reimbursed for any additional travel costs.

You will not be required to work outside the UK for any continuous period of more than one month during the term of your employment.

6. **Hours of Work**

Your working hours and days are:

<table>
<thead>
<tr>
<th>Day</th>
<th>From [ ] to [ ]</th>
<th>From [ ] to [ ]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday</td>
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<td>Tuesday</td>
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<td>Saturday</td>
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<tr>
<td>Sunday</td>
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</tbody>
</table>

It may at times be necessary to adjust your working hours.

You are entitled to an unpaid lunch break of ______ minutes each day, and a paid tea break of ______ minutes each morning/afternoon*. Such breaks must not take priority over customer needs.

You may be required to work overtime to cover busy trading periods or absence. As much notice as possible will be given if such a request is made.

Should the pharmacy need to extend its opening hours in order to meet business or contractual responsibilities, any changes to your working hours will be agreed mutually. However, you will be required to show flexibility to enable the business to deliver appropriate pharmaceutical services to the community it serves.

7. **Remuneration**

Your annual salary will be £__________________.

You will be given time off in lieu of overtime, where possible. Overtime worked in excess of ____ hours will be paid at a rate of time and a half.

You will be paid monthly (in arrears) by cheque / bank transfer *.

We shall be entitled to deduct from your salary or other payments due to you any money which you may owe to the Employer at any time.

8. **Rota Payments**

Where an employee is called on to perform rota duties, in compliance with arrangements under the National Health Service, payment shall be made in accordance with the wages schedule held by the employer.

*Delete as necessary
9. **Annual Holidays**

You are entitled to ________ days paid holiday in each holiday year. This includes bank or public holidays.

All requests for holidays must be approved in advance. Please refer to the Employee Handbook for notice periods required when requesting holidays.

Apart from prescribed periods (see para. 10), when no holidays are permitted, the employer will attempt to accommodate all requests. Where a particular period is oversubscribed the final decision rests with the Manager / Employer.

Holidays may not be carried forward from one holiday year to the next except with the prior written consent of the Manager / Employer.

On termination you shall be entitled to holidays due, less any holidays already taken. Where holidays have been taken in excess of accrued entitlement at the date of termination, such excess shall be deducted from any monies due.

10. **Periods When No Holiday Leave May Be Taken**

Due to the demands of the business, you may be asked not to take holiday leave at the following times:

________________________________________  __________________________________________

________________________________________  __________________________________________

________________________________________  __________________________________________

11. **Public / Bank Holidays**

You are entitled to the following bank/public holidays. Should you be required to work on such bank holidays, you will be given another day’s holiday in lieu of the public/bank holiday worked.

________________________________________  __________________________________________

________________________________________  __________________________________________

________________________________________  __________________________________________

________________________________________  __________________________________________

________________________________________  __________________________________________

_NB. Bank or public holidays fall within your annual holiday entitlement._
12. **Sickness Pay and Conditions**

If you are absent from work due to incapacity, you must notify the Employer of the reason for your absence as soon as possible. You may be entitled to Statutory Sick Pay (SSP) in accordance with the Government's Statutory Sick Pay Scheme.

Any entitlement to contractual sick pay is detailed separately.

*Please refer to the absence notification and certification procedure set out in the Employee Handbook.*

13. **Disciplinary and Grievance Procedures**

The disciplinary rules and procedures that apply to your employment and the grievance procedure are shown in the Employee Handbook to which you should refer. These procedures do not form part of your contract of employment.

14. **Training**

To enable us to provide our customers with a high level of service and to comply with the Code of Ethics of the Pharmaceutical Society of Northern Ireland, you must work to our written protocol covering the sale of medicines and the giving of advice about the treatment of symptoms.

It may become necessary for us to vary the protocol from time to time. As a result, we may require you to change your working practices but will give you as much notice as possible of any such changes and we will provide any necessary training.

You are expected to keep fully up to date with matters affecting pharmacy practice and to comply with the guidance of the Pharmaceutical Society of Northern Ireland in respect of continuing professional development. You will undertake any training courses reasonably required by the Employer.

You may be asked to sign a letter agreeing to repay the costs of any training if you leave within too short a period following completion.

15. **Notice of Termination to be given by Employer**

The notice required by either party to terminate your employment will be as follows:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Notice entitlement</th>
</tr>
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<tbody>
<tr>
<td>Less than 1 month</td>
<td>Nil</td>
</tr>
<tr>
<td>At least 1 month but less than 12 years</td>
<td>1 week for each year of service</td>
</tr>
<tr>
<td>12 years or more</td>
<td>12 weeks maximum</td>
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</table>

We reserve the right to pay you in lieu of notice.

Your employment may be terminated summarily in the event of any acts of gross misconduct or if you cease to be entitled to work in the UK.
16. **Pension**

The Employer will comply with the employer pension duties in accordance with the Pensions (No. 2) Act (Northern Ireland) 2008.

A contracting out certificate pursuant to the Pension Schemes Act 1993 is [not] in force.*

17. **Retirement Age**

We currently have no fixed retirement age although this will be reviewed from time to time to reflect our business needs. We acknowledge that retirement is a matter of choice and will not pressurise employees into retiring because they have reached or are approaching a certain age.

18. **Other Employment or Business Interests**

During the course of your employment:

- You are not permitted to undertake any other work or employment without the prior written consent of the Employer.
- You may not have an interest in any competing business except with the prior written consent of the Employer.

*NB. Breaches of this clause will be considered gross misconduct and liable for instant dismissal.*

19. **Publicity**

You may not make any statements to the media without the prior consent of the Employer.

20. **Data Protection**

The Employer is registered with the Information Commissioner under the Data Protection Act 1998. All employee records will be kept confidential and only used for personnel and payroll purposes.

21. **Records**

You will comply with all requirements of the law relating to the carrying out of the Employer’s business and shall carefully and punctually keep all registers and records as are required. You must during this employment continuously exhibit your certificate of registration in the premises. All records and documents in any format including computer discs relating to the Employer’s business shall remain in the property of the Employer.

* Delete as necessary
You must keep all such records and papers securely and you must prevent any unauthorised access to the information. In the event of your leaving, all records, papers and documents shall be returned to the Employer and you may not retain any copies without the prior written consent of the Employer.

22. **Confidentiality**

You must keep confidential any information relating to the Employer's business, customers, clients and suppliers. You must not disclose or access any such information in any form, written, verbal or electronic, other than in the proper performance of your duties whether during the employment or after its' termination except with the written consent of the Employer. For the purpose of this clause, confidential information means any information or matter which is not in the public domain and which relates to the affairs of the Employer.

23. **Health and Safety**

Employees are expected to comply with their duties under S8 of the Health & Safety at Work (NI) Order 1978 at all times. In particular we expect you to follow any safe systems of work and shop rules that we may introduce to protect your health and safety. If personal protective equipment is issued, then it must be worn at all times.

24. **Changes in Terms and Conditions**

From time to time your main terms and conditions of employment may be subject to variation by mutual consent or through legislative changes. Should this occur, you will be informed within 1 month from the changes taking effect.

25. **End of Contract**

At the termination of the contract of employment, by either side, any debts owed by the employee to the employer will be deducted from the final wage.

26. **Collective Agreements**

[There is no collective agreement which directly affects your employment.]

OR

[Your employment is governed by the collective agreement between the Employer and [NAME OF TRADE UNION] which is incorporated into your contract of employment and which may be amended from time to time.]
I hereby acknowledge receipt of this Statement together with the Employee Handbook.

Employee’s Signature……………………………………… Date ………………

RELEVANT AGREEMENT

For the purposes of the Working Time Regulations (NI) 1998, the following provisions in this Statement are to be treated as agreed in writing:

1. The holiday year
2. The compensation to be paid to the employer where holiday entitlement is exceeded at the date of termination of employment.
3. The notice to be given by you when seeking holiday dates

Employer’s Signature ……………………………………… Date ………………

Employee’s Signature ……………………………………… Date ………………

I have read and understood this Statement and the Employee Handbook and I hereby authorise the employer to deduct from my final wages a sum to offset any excess holiday pay received and training costs (see para. 13), where appropriate.

Employee’s Signature…………………………………… Date ………………