

Written Statement of Terms of Employment (Contract of Employment)

1 January, 2023

C & D Medical Hall Limited (Hereinafter known as *The Company*)
Water Street,
Mohill,
Co. Leitrim

Introduction

This statement applies to Support Pharmacist .

This confirms your employment with *The Company* and sets out the main particulars of the terms and conditions of employment in accordance with the requirements of the Terms of Employment (Information) Act 1994.

The policies and procedures contained in *The Company* employee handbook, as amended from time to time, should be read in conjunction with these terms and conditions. The employee handbook does not constitute contractual terms and may be amended, revoked or added to at any time at *The Company's* sole discretion. Familiarise yourself with these policies and procedures and take all necessary steps to ensure that they are properly observed. Particular attention should be paid to *The Company's* disciplinary policy, grievance policy, and equality policy in order to be familiar with your rights and responsibilities under these. Where there is any conflict between this contract and the handbook, the contract will supersede the handbook.

Please sign the last page, where indicated, and return a copy of this contract acknowledging that you have read and accepted these terms and conditions.

Failure to adhere to these policies and procedures may result in disciplinary action up to, and including, dismissal.

Start Date

The commencement date of your employment is 1 January, 2023.

The commencement date of this contract is 1 January, 2023.

Probationary Period

Initially, your employment will be on a probationary basis for 6 month(s), which may be extended to take into account any absences, authorised or unauthorised. During your probationary period an assessment of work performance, conduct and attendance will take place and *The Company* reserves the right to extend your probationary period should it be deemed necessary. The Company may terminate your employment at its discretion during the probationary period.

During this time, either you or *The Company* may terminate employment by giving notice in line with the Minimum Notice and Terms of Employment Acts 1973 to 2001, and the provisions of the company disciplinary procedures will not

apply. *The Company* at all times reserves the right to pay you your basic salary in lieu of notice.

Position

Your appointment will be as Support Pharmacist.

You will carry out the duties as set out in your job description. Your area of work and/or specific responsibilities may be altered from time to time by the Company as the circumstances of the business dictate.

You must devote the whole of your time, attention and ability during your hours of work for the Company to your duties.

You will be required to be flexible in this position and carry out tasks that may reasonably be required of you from time to time by *The Company*.

You confirm that you have the legal right to work in Ireland without any additional approvals and will notify *The Company* immediately if you cease to be so entitled at any time during your working relationship with *The Company*.

Place of Work

Your place of work will be Water Street,, Mohill,, Co. Leitrim.

However, *The Company* reserves the right to assign you to carry out your work, either on a temporary or permanent basis, at other locations in Ireland as *The Company* reasonably requires, from time to time.

Type of Contract

You are employed on a permanent contract.

Employment outside of State

You will not be required to work outside the State for a period of more than one month.

Hours of Work

Your normal working week will be 40 hours. Normal hours are 09:00 to 18:00, Monday to Saturday.

However you are expected to be co-operative in working outside these hours if necessary.

Rest Breaks

You will receive a 60 minute unpaid break during your working day.

Under working time legislation, all employees working in excess of 4.5 hours must take a minimum of a 15 minute break, and employees working in excess of 6 hours must take a minimum of a 30 minute break. If you fail to receive these breaks, notify your manager within 1 week.

Pay

Your salary will be paid pro rata for any lesser/greater period in the month.

Your salary will be paid to you monthly in arrears, after deduction of applicable levies, on the last working Thursday of

each month by credit transfer directly to your bank account.

Holiday Entitlement

The Organisation of Working Time Act 1997 specifies that all employees are entitled to a minimum level of annual leave on one of the following bases:

- (a) 4 working weeks in a leave year in which the employee works at least 1,365 hours, unless it is a leave year in which he or she changes employment, or
- (b) 1/3 of a working week per calendar month that the employee works at least 117 hours, or
- (c) 8% of the hours an employee works in a leave year, subject to a maximum of 4 working weeks.

If more than one of the preceding methods at (a), (b) or (c) above is applicable, your statutory entitlement is whichever method provides the greater entitlement. *The Company* has an annual leave allowance above the statutory minimum and your entitlement is 22 days per annum. Your annual leave must be taken within the holiday year, which runs from 1 January to 31 December.

Leave must be taken at times that are convenient to *The Company*. Holidays must be agreed with your manager as early as possible. *The Company* will try to accommodate holiday requests, but the needs of the business may have to take precedence, particularly where inadequate notice is given. As *The Company* reserves the right to nominate when holidays may be taken, you may be required to set aside a number of days each year. In such cases, a notice period of at least one month will be given. Unused holidays generally cannot be carried over from one year to the next without prior approval.

Your entitlement to Public Holidays is in line with the Organisation of Working Time Act and is set out in the employee handbook.

On termination, should you have already taken holidays in excess of your entitlement the excess holiday pay will be deducted from any final pay. Similarly, should you have taken less holidays than your accrued entitlement, the holiday pay due to you will be included as part of your final pay. Notwithstanding this clause, *The Company* reserves the right to ask you to take accrued holidays during your notice period.

Attendance

You will be required to comply with *The Company's* time and attendance procedures as notified to you from time to time. It is a term of your contract that you will co-operate with *The Company's* procedures for monitoring your hours of work.

Absence from work

If you are unable to come to work for any reason, you must inform *The Company* within 2 hour(s) of your normal start time on the first day of absence. In notifying *The Company*, you should indicate the reason for your absence and its likely duration.

Absence through sickness

In the case of illness, a doctor's certificate must be produced in respect of an absence of 3 day(s) or more. In the event of persistent absences due to illness, we may ask that you be examined by a doctor appointed on our behalf. In any event, we reserve the right to have you medically examined at any time during employment for the purposes of establishing your fitness to work and you agree that the company doctor may communicate with your doctor where it is deemed appropriate.

Sick pay

In the event of illness salary is payable in conjunction with social welfare benefits for the 10 days of illness per 12 month period. Thereafter no salary is payable.

Pensions

You are entitled to access *The Company's* PRSA scheme.

The Company has appointed Friends First as PRSA provider. Should you join *The Company* nominated PRSA scheme, *The Company* will arrange for deductions to be made from payroll, at your request. Full details are available through your manager.

Retirement Age

You will be required to retire on reaching the age of 66, at which time this contract of employment shall come to an end.

Termination of employment

If you wish to terminate your employment with *The Company*, you are required to give notice of 2 month(s).

Should *The Company* wish to terminate your employment, for reasons other than gross misconduct, you will be entitled to statutory notice as set out in the employee handbook or as agreed where it is greater.

The Company reserves the right to pay in lieu of notice.

The Company reserves the right to make deductions from final pay for any monies owed or in lieu of organisation property not returned.

Business Activity

Unless you have the written consent of your manager, you will be expected to refrain from engaging in any other business activity which could prejudice your ability to serve *The Company* in your position as Support Pharmacist, nor will you engage in any business activity which may cause a conflict of interest for *The Company*.

Data Protection

The Company will collect, retain and process personal data about you prior to, during and after termination of employment. This information will be relevant to your working relationship with *The Company* and will be used in a lawful manner for legitimate purposes. Exact information relating to your personal data processed by *The Company* is set out in the Employee Privacy Policy.

Deductions

The Company has the right to deduct from your pay any monies you owe, including without limitation, any overpayments made to you by *The Company*.

Right to Search

The Company reserves the right to search employees, their property, and vehicle while on or departing from their place of work.

The Company will exercise this right in line with *The Company's* Right To Search Policy set out in the Employee Handbook. Any searches will be conducted in a reasonable manner.

A refusal to comply with *The Company's* Right to Search Policy may result in disciplinary action being taken.

Change in Personal Circumstances

You are required to advise *The Company* of any change in your circumstances or information supplied to *The Company* by you.

Layoff

The Company reserves the right to lay you off from work or reduce your working hours where, through circumstances beyond its control, it is unable to maintain you in full employment. In such instances you will receive as much notice as is reasonably possible prior to such lay-off or short-time. You will not be paid during the lay-off period. You will be paid for hours actually worked during the periods of short-time.

Restrictive Covenants

(a) Considering that you have obtained and are likely to obtain in the course of your employment knowledge of trade secrets, know-how, business information or other confidential information relating to the business of the Company and also to its customers, you agree that you will be bound by the following restrictions in order to safeguard such confidential information, know-how or business information and the goodwill of the Company.

(i) you will not, either in contemplation of the termination of your employment or during the period of twelve months following your termination date, canvass or solicit or endeavour to canvass or solicit away from the Company, the custom or business of any person, firm or company which is or was at any time during the twelve months prior to your termination date a client or customer of the Company or of any subsidiary or associated companies with whom or which you had significant business dealings during the course of your employment in that twelve-month period or in relation to whose requirements you had knowledge of a material kind;

(ii) you will not either in contemplation of the termination of your employment or during the period of twelve months following your termination date entice, solicit or endeavour to entice or solicit away any person who is employed or engaged by the Company or any subsidiary or associate company either as a employee, director or in a managerial or executive capacity or who is in possession of confidential information belonging to the Company and with whom you had significant business dealings or over whom you exercised control during the course of your employment in the twelve-month period prior to your termination date;

(iii) you will not either in contemplation of the termination of your employment hereunder or during the period of twelve months following your termination date, interfere or seek to interfere with the supply to the Company of any goods or services by any supplier who, during the twelve months preceding your termination date, supplied goods or services to the Company, being a supplier of goods or services with whom during the twelve-month period immediately prior to your termination date you had dealings of a material kind in your capacity as an employee or director of the Company, nor will you interfere or seek to interfere with the continuance of such supply or the terms on which such supply has during such period as stated above been made; and

(iv) you will not, during the period of twelve months following your termination date work for or be engaged by or concerned or interested in any business which operates within a 2 mile radius of the company in competition with any part of the Business being operated by the Company and/or any of its associated companies at your termination date or

in the twelve-month period immediately prior to such date.

(b) You hereby acknowledge and agree that all of the restrictions contained herein are reasonable and necessary in all the circumstances for the protection of the Company's legitimate interests and waive any and all defences to the strict enforcement thereof by the Company. In particular, you acknowledge that the scope of the restriction contained in subparagraph a (iv) of this clause is fair and reasonable given the nature of the Business and the fact that it would be possible to work for, be engaged by or concerned or interested in any business which operates anywhere in the world in competition with the Business or part of the Business of the Company and/or and of its Associated Companies. In the event that any of the covenants herein contained is held to be unreasonable by reason of the area, duration or type or scope of service covered by such covenant or otherwise, but would be adjudged reasonable if any particular restriction or restrictions, or part thereof, were deleted in any manner, then the restrictions in question shall apply with such deletions as may be decided by a court of competent jurisdiction, without affecting the remaining provisions thereof.

Return of Company Property/Deduction of Sums Due

On termination of your employment, you will return to the Company all items of property in your possession including, but not limited to, all correspondence and documents, which are the property of the Company.

Discipline and Grievance procedure

If you have any grievance concerning your employment you should raise the matter in the first instance with your manager. If the grievance is not resolved at that stage you should refer it to the Managing Director whose decision shall be final and conclusive.

Benefits

On completion of probation you will be eligible to participate in such benefit plans as may be approved in writing by the Company and specifically applied to you by notice in writing from the Company from time to time. The company benefit plans are outlined below. Participation in such benefit plans shall be subject always to the rules and conditions applicable to each such plan. The Company reserves the right at all times to vary or discontinue any benefit plans in which you may be entitled to participate.

The Company shall also have the right to substitute new benefit plans for any plan in which you may be eligible to participate. Any Company benefit plan which is insured will be subject to and conditional upon the terms and conditions of the relevant policy of insurance. All benefits payable or otherwise made available to you under any Company benefit plan(s) in which you may be entitled to participate from time to time shall automatically cease, as shall your eligibility to participate in such plan(s), upon the termination of your employment for any reason whatsoever. In the event of such termination, the Company shall be under no obligation to replace the terminated or discontinued benefit plan(s) and/or provide the same or similar benefits or compensation in lieu.

The company will contribute €1,000 to your pension per annum , when you join the company pension. You will be able to contribute to this pension yourself and receive tax relief on your contributions.

The company will refund your yearly PSI membership fees.

Supersedes Earlier Agreements

This letter agreement supersedes any earlier agreement regarding the terms and conditions of you employment, whether in writing or otherwise.

Notification of changes

The Company reserves the right to make reasonable changes to your terms of employment, and organisation policies and procedures. Where appropriate, these will be notified to you by way of general notice to take effect immediately.

Any significant changes will be notified to you, in writing, within one month of the change taking effect. This written notification will include the nature and date of the change. This written notification does not apply if the change is as a result of a change in legislation.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Ireland and the parties hereto submit to the exclusive jurisdiction of the courts of the Republic of Ireland.

Conclusion

You may be required to sign a separate confidentiality agreement which will form part of your terms and conditions of employment.

I have read and understood my Written Statement and agree to the terms and conditions of employment as outlined in this Statement.

Signed by employee _____ Date _____

Signed by or on
behalf of employer _____ Date _____