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[www.sainsburys.co.uk](http://www.sainsburys.co.uk)

**Private & Confidential**

Miss xxxx xxxx

Tuesday 7th April 2015

Dear xxxx,

**RE: SOE Pharmacy Manager - Bybrook Store**

I am delighted to confirm that we would like to formally offer you the position of SOE Pharmacy Manager in our Bybrook Store.

Please find enclosed your contract of employment and further details of the benefits that you are eligible to receive.

This offer of employment is subject to the following:

**Disclosure & Barring Service checks**

It is a condition of your employment that a Disclosure and Barring Service ("DBS") check is completed, as defined by the Amendments to the Safeguarding Vulnerable Groups Act 2006 ("the Act"). Please bring your original DBS certificate to your induction. If we do not receive this documentation it may result in a delay to your start date or this offer being withdrawn as the Enhanced Disclosure & Barred List information must be received by Sainsbury's prior to your commencement of employment with Sainsbury's.

**Right to work in the UK**

You will need to demonstrate that you have the right to work in the UK on your first day. It is a legal requirement to provide original documentation to prove your right to work. If you are unable to do so, you will not be able to commence your induction. Therefore, please bring proof of your right to work in the UK with you on your first day where a member of the HR team will take a copy. I have enclosed a list of documents that may be used for this purpose. These need to be originals, as photocopies cannot be accepted. Please do not send in your proof of right to work documentation with your returned documents as we cannot guarantee its safe return.

**References**

This offer is subject to Sainsbury's receiving two satisfactory references. By returning the completed personal details form you are confirming that you are happy for us to contact your referees.

**Medical Clearance**

This offer is subject to medical clearance. In the event that your health questionnaire discloses issues of concern, we may ask you to attend a medical examination at our expense.

**What to do now**

Please read all of the enclosed documents. You should not sign your contract until you have received a copy of Our Colleague Handbook at your induction, as this Handbook also forms part of your contract of employment. Your completed Health Questionnaire will also be collected during the induction.

If you cannot attend your previously agreed induction, please contact Sainsbury's HR Services on 0845 602 3860.

**Bank Details**

Please bring details of your bank account (including account number, sort code and bank name) to your induction to ensure there is no delay to your salary being paid.

**Induction**

On your first day please report to Bybrook, Ashford TN24 8YN for your 'Welcome to Sainsbury's' induction. Please arrive for 10:00 AM and report to the customer service desk. A member of the HR Team will collect you for your induction.

Please bring your P45 (if you have one) on the day together with your right to work documentation.

If you require a copy of your contract in an alternative format, please contact us on 0845 602 3860.

May I take this opportunity to welcome you to Sainsbury's. We are delighted you have chosen us as your employer and I'm sure you will be a valued member of the team.

Yours sincerely,



Nick Speight  
Head of HR Services

Enc: Contract of employment (2 copies)  
Grade-specific Benefits booklet  
Health questionnaire  
Health Declaration  
Pension plan information  
P45 letter  
PROFESSIONAL\_QUALIFICATION\_POLICY  
Private healthcare policy

CC: HR Admin/File copy

# Contract of Employment between:

**Sainsbury's Supermarkets Ltd ("the Company") and**

**Miss xxxx xxxx ("You")**

The terms and conditions of your employment are set out below.

Throughout this document references are made to the Company's intranet site called 'Connect' which contains policy documents, scheme rules and other information about colleague benefits. Please ensure that you familiarise yourself with the relevant documents on this site which may be amended from time to time. The Colleague Handbook (as amended from time to time) also forms part of your contract. A copy of the current handbook is enclosed.

Please ensure you read this contract and other documents provided to you carefully as these documents set out the respective obligations of you and the Company.

## **1. Appointment**

Your position is confirmed as SOE Pharmacy Manager (Grade 04S).

## **2. Location**

You will be based at BYBROOK Store, Sainsbury's Supermarkets Ltd, Bybrook, Ashford, TN24 8YN.

## **3. Mobility**

To support your future development, build your experience and to support our growth plan we may require you to move to another Supermarket or Convenience location within 1 hour travelling time from your normal residence. You may also be asked to fulfil a similar role at the same grade in other areas of the business. Before doing so, we will have a full discussion with you and consider your domestic circumstances. If we ask you to move to another location and this is more than 25 miles from your normal residence, a travel allowance will be considered in line with our Expenses policy.

You may be required to travel throughout the UK to attend a meeting or training course and in these circumstances we will give you reasonable notice for travel and overnight stay arrangements to be made. For further information on travel expenses please refer to the Expenses policy.

## **4. Date of Employment**

Your employment under this contract will commence on Tuesday 7th April 2015 with your continuous employment beginning on Tuesday 7th April 2015.

## **5. Hours of Work**

Your normal working hours are 39 hours a week.

## **6. Flexibility**

We have a legal requirement to employ a Pharmacist during trading hours, and therefore you will be required to change your schedule and/or work additional hours to meet business needs e.g. to cover holidays or sickness absence. This will include working weekends and late nights. You will receive single rate overtime for such additional hours. Whilst appropriate payment will be made in such instances, payment will not be made for additional hours worked on general administration duties.

It should be noted as a condition of employment as a Pharmacy Manager for Sainsbury's, you will not be eligible to complete Locum work for Sainsbury's. Should you choose to undertake additional hours to cover absence or holiday cover in other stores, only single rate overtime claimed through the central payroll system will be paid. It is also a condition of employment that you are Medicine Usage Review Accredited. If you are not presently accredited then this must be completed in the first 12 weeks of employment.

## **7. Basic Salary**

Your basic annual salary is £30,000 per annum. Your salary will be paid every four weeks, directly into your bank account. Salaries are reviewed on an annual basis at the end of each financial year entirely at the Company's discretion. Your salary will be next reviewed in Period 1, 2016 (March/April).

Please refer to the pay structures, premiums and allowances policy for further information on premiums that you may

be eligible to receive.

## **8. Annual Bonus Scheme**

You are eligible to participate in the Company's discretionary annual bonus scheme (subject to scheme rules). Details of the current scheme applicable to your grade are set out in the enclosed Benefits booklet and in more detail in the Bonus scheme rules on Connect. Please note that these documents refer to the scheme for the current financial year, and may be subject to future amendments. All bonus plans and payments are non-contractual and the scheme content and/or rules may be changed at the discretion of the Company.

## **9. Holiday**

You are entitled to paid holiday as set out in the Colleague Handbook. You will accrue holiday on a daily basis from Period 1, Week 1 of the financial year. Any accrued but untaken holiday will be paid to you on termination of employment, however, an appropriate deduction will be made from your final salary if you have used more holiday than you have accrued. If any monies remain owing for holiday taken but not accrued after deductions have been made from your salary, you agree to repay the monies within 7 days of receipt of your final payment from the Company. Further details about holidays are available in the Holiday policy on Connect.

## **10. Colleague Discount**

When you have completed 6 months' service you will be eligible to receive a discount to the value of 10% on most shopping items from the Company's stores and online. Further information on discount terms are held in the Colleague Discount policy on Connect.

## **11. Transport Season Ticket Advance Loan**

You may apply for an interest-free season ticket advance loan once you have successfully completed your probationary period (if applicable). If the total amount of loans from the Company exceeds £10,000 the total amount will attract an income tax charge from HMRC. Further information is available in the Transport Season Ticket Advance Loan policy on Connect.

## **12. Car Loan**

You may apply for an interest-free car loan once you have successfully completed your probationary period. If the total amount of loans from the Company exceeds £10,000 the total amount will attract an income tax charge from HMRC. Further information is available in the Car Loan policy on Connect.

## **13. Expenses**

The Company will reimburse any expenses that are properly and necessarily incurred by you in the course of your duties subject to your compliance with the Expenses policy on Connect.

## **14. Private Healthcare**

The Company has a private healthcare scheme which you are invited to join, subject to the current terms and conditions of the scheme. Your membership is provided free by the Company, although it is a taxable benefit. Cover is on the basis of colleague only, although discounted policies are available for family members. Please refer to the Private Healthcare policy on Connect for more information including how to activate cover.

## **15. Sickness Absence**

You will be covered under the Company's Attendance policy. This currently provides that once 6 months' service has been accrued you may be entitled to 2 weeks' full sick pay, which may increase up to 26 weeks dependent on length of service. This is an addition to any statutory entitlements. Details of your sickness benefits and your duties in relation to sickness are detailed in the Colleague Handbook and in the Attendance policy on Connect.

## **16. Pension**

You are eligible to join Sainsbury's Retirement Savings Plan ('the Plan') with Legal & General, at any time, up to age 75.

You can find more information about Sainsbury's Retirement Savings Plan at [www.jspensions.com](http://www.jspensions.com).

Under Government rules, if you do not join Sainsbury's Retirement Savings Plan, the Company must automatically enrol you from the beginning of the following pay period when you first meet the Company's automatic joining conditions:

- You are between age 22 and State pension age, and
- Your earnings are £768\* or over in a pay period, and
- You have been employed by the Company for nine weeks or nine weeks after you reach age 22, if this is later.

If you are automatically enrolled, you will pay "Start Up" contributions. Start Up contributions are 1%\* of your Start Up pensionable pay. Start Up pensionable pay is your pay between £448\* and £3,261\* each pay period, including bonus and excluding car allowance (if applicable), share payments and leaving payments. The Company will also pay 1% of your Start Up pensionable pay into your pension pot with Legal & General who run the Plan. These contributions will increase in 2017 and 2018\*.

You can instead choose to pay "Step up" contributions of 4%, 5%, 6%, 7%, 7.5% or more of your pensionable pay. The Company will match your contributions up to a maximum of 7.5% of pensionable pay. Step Up pensionable pay is your pay excluding car allowance (if applicable), all bonuses, share payments, leaving payments and other variable emoluments.

After you have joined, you can stop paying into the Plan at any time. Once you join, Legal & General will send a letter to your home address with more information about the Plan which includes information about how you can opt out of retirement saving.

If you should die while employed by the Company and paying Step Up contributions, you could be eligible for life cover of six times your annual contractual basic pay. You are eligible for life cover of one year's annual contractual basic pay if you pay Start Up contributions or you are not in any Sainsbury's pension arrangement. Eligibility for life cover and the circumstances in which it would be paid are both subject to conditions set by the insurer providing this benefit. If you do not start to pay Step Up contributions within the first year of being eligible, then the higher life cover may be restricted by the insurer. Contractual basic pay is the total of your basic pay, location pay, skills pay and nightshift premium. Other pay and premiums are not included.

These benefits are provided up to age 75. The Company reserves the right to alter, amend or withdraw the Plan either wholly or in part from time to time.

\*These are the rates set by Government for 2015/16. They are likely to change in future.

#### **17. Pension Salary Sacrifice**

If you apply to join the Plan, you agree to sacrifice a percentage of your salary under equivalent to the level of contributions you have chosen to contribute. We call this SMART. The Company will contribute that amount into the Plan on your behalf unless you formally opt out of SMART and instead pay normal contributions from your pay.

If the Company enrolls you automatically, you will pay normal contributions from your pay and then start to sacrifice your salary under SMART after three pay periods. You can choose to pay normal contributions at any time.

#### **18. Deductions**

You consent that the Company can make deductions from your pay for any overpayment in wages and any other monies which you owe the Company. This clause is without prejudice to the rights of the Company to recover, by legal proceedings, any sums owed by you to the Company.

#### **19. Disciplinary and Grievance**

The Company's disciplinary and grievance procedures are set out on Connect. Any disciplinary or grievance will normally be heard by your line manager with any appeal to their line manager.

#### **20. Collective Agreements**

There are no collective agreements that apply to your employment.

#### **21. Conflicts of Interest**

You will not, without the prior written consent of the Company during the continuance of this Agreement either solely or jointly with or as a manager, agent or otherwise of any person, firm or company either directly or indirectly carry on or be engaged or interested in any other:

- business;
- undertaking; or
- activity;

which the Company reasonably considers may impair or might reasonably be thought by the Company, to impair your ability to act at all times in the best interest of the Company or any Associated Company (as defined by Section 25 of the Corporation taxes Act 2010) or which might reasonably be considered to interfere with the performance of your duties under this Agreement.

This restriction does not apply to your holding 3 per cent or less of any issued share capital of a listed company for investment purposes.

## **22. Confidentiality**

You must not (except when authorised by the Company or required by law) use, divulge or disclose to any person, firm or company any trade secrets or confidential information of the Company or any Associated Company. This restriction extends after the termination of your employment for any reason without time limit. Irrespective of whether marked confidential, such information includes, but is not limited to:-

- the terms on which the Company or any Associated Company deals with its suppliers and contractors;
- business plans and policies of the Company and its Associated Companies;
- financial information relating to the Company and its suppliers and any Associated Company and their suppliers;
- lists of suppliers to the Company or any Associated Company and contact details;
- unpublished price sensitive information relating to securities listed on a stock exchange;
- marketing and sales strategies of the Company and its Associated Companies;
- technical information and know-how relating to the processes and operations devised, owned or used by the Company or any Associated Company which is not in the public domain;
- personnel information, including the identity of employees, officers, and consultants employed or engaged by the Company or any Associated Company, or any other professional information regarding such personnel;
- prices charged, discounts given to customers or obtained from suppliers, product development, costings, budgeting, turnover and sales information;
- any competitor or customer information which is not in the public domain;

whether or not any such information is marked as confidential.

Please refer to the Use of Information and Communication Systems policy on Connect for more information.

## **23. Intellectual Property**

The copyright (or any other applicable intellectual property right) in any work relating to the business of the Company or any Associated Company of which you shall be or may have been the author/creator or part author/creator during your employment under this Agreement shall vest absolutely and exclusively in the Company to the fullest extent permitted by law and to the extent that they do not vest automatically, assigns to the Company all copyright (or any other applicable intellectual property right) in any such work and undertakes to do anything reasonably required to ensure that such rights belong to or are assigned to the Company or any Associated Company and to assist the Company in protecting or maintaining them.

## **24. Share Dealings**

You must comply with all rules of law (including the insider dealings provision of the Criminal Justice Act 1993), all relevant regulations and codes of practice of the stock exchange, market or dealing system in which such dealings take place.

## **25. Data Protection**

Your personal data, including sensitive data, will be held by the Company or any Associated Company in its manual and/or automated filing systems. You consent to the processing and disclosure of such data both inside and outside of the European Economic Area in order for your contract of employment to be performed and for decisions to be made regarding your employment. You must comply with all relevant rules and policies concerning personal data as notified to you from time to time including those set out in the current policy on Connect. Further details are available from the Company's Data Protection policy on Connect.

## **26. Probationary Period**

Your performance will be assessed during an initial 12-week probationary period and you will have the opportunity to discuss any concerns you have about the role. At the end of your probationary period, provided your performance has been satisfactory and the Company has received satisfactory references and medical reports, your employment will be confirmed. For the duration of your probationary period the Company's normal policies relating to disciplinary, grievance and performance management will not apply.

## **27. Notice Period**

During the first 4 weeks of employment, either you or the Company may terminate your employment at any time without notice or pay in lieu of notice. For the remainder of your probationary period, either you or the Company may terminate your employment at any time by giving 4 full weeks' notice in writing. After successful completion of your probationary period the notice from you and the Company is 12 weeks. In cases of gross misconduct or in other circumstances justifying summary dismissal, your employment will terminate immediately on notice from the Company without any right to a notice period or payment in lieu of notice.

## **28. Pharmacy manager/Pharmacists Continuing Professional Development (CPD)**

Pharmacists must undertake CPD in order to remain a practising Pharmacist. CPD is also a condition of employment as a Pharmacist by Sainsbury's.

Pharmacists are given 20 hours each year for their CPD. This can be used for:

- Courses run by Sainsbury's
- Courses run by external bodies
- Self-study and Distance Learning courses

The training time should where possible be included as part of the working week. If this is not possible then the time may be taken in lieu in the same or following week. The pharmacist must provide a CPD certificate to support the time off.

## **29. Disclosure & Barring Service checks**

It is a condition of your employment that a Disclosure and Barring Service ("DBS") check is completed, as defined by the Amendments to the Safeguarding Vulnerable Groups Act 2006 ("the Act"). This requires you, or an authorised party on your behalf, to apply to the DBS for Enhanced Disclosure & Barred List checks to ensure that you are able to carry out 'regulated activity' relating to any services to be provided by you at a Sainsbury's Pharmacy. This is in accordance with clinical governance requirements for the safeguarding of vulnerable adults and children. The Enhanced Disclosure information must be received by Sainsbury's prior to your commencement of employment with Sainsbury's. Further checks may also need to be made during the course of your employment with Sainsbury's.

The Company reserves the right to conduct DBS checks and you must provide your DBS certificate in order to enable us to do so. Signing this contract confirms your consent to the Company carrying out these checks as required.

Accordingly, as receipt of a satisfactory disclosure is a condition of your employment, should this check either not be completed in time, or if completed, indicate any risk to the safeguarding of vulnerable adults and children as the Company may determine, the offer of employment will be withdrawn with immediate effect. An unsatisfactory DBS check received during your employment may result in the summary termination of your employment.

## **30. Reimbursement of fees**

Pharmacy Managers and Pharmacists are required to pay their annual professional fee subscription, however Sainsbury's will reimburse these professional fees.

## **31. Company Property**

Upon termination of your employment with the Company (for any reason whatsoever) you shall immediately return all Company property including all documents, correspondence, technical data, papers and copies thereof (including but not limited to confidential information) and any equipment or other property belonging to the Company or any Associated Company which has come into your possession in the course of your employment.

## **32. Right to Work in UK**

Before you start with the Company, you will need to demonstrate that you have the right to work in the UK. It is both a legal requirement and a condition of employment that you remain entitled to work in the UK. The Company reserve the right to conduct checks such as the Employer Checking Service, Biometric Checking Service and Eligibility Checking Service. Signing this contract confirms your consent to our obtaining information from relevant government agencies and departments about your right to work in the UK. Further information is held in the Right to Work policy on Connect.

## **33. Law**

This Agreement is governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

## **34. Changes to Terms and Conditions of Employment**

The Company reserves the right to alter, amend, remove and/or substitute the terms and conditions of your employment and the schemes, plans and policies referred to in this contract.

## **35. Summary**

This document together with its attachments and references, all form your contract of employment with the Company. The terms in this contract replace any other terms in any previous documents you may have received.

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**DECLARATION**

Where any terms in this contract contradict any terms in Our Colleague Handbook, the term in this contract shall apply. I confirm that I have read and understood all of this contract, that I have received a copy of Our Colleague Handbook and amendments to it and understand it is my responsibility to ensure I read it which, together with this document sets out (or refers me to other documents which set out) the particulars of any employment and that I understand and agree to these terms and conditions of my employment.

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NAME (Please Print)

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DATE

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SIGNATURE

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CONFIRMED START DATE