

TRAINEESHIP CONTRACT FOR TRAINING OF PHARMACY TECHNICIAN TRAINEE

1. Pharmacy Technician Traineeship Contract made and entered into by:

P						
---	--	--	--	--	--	--

(hereinafter referred to as the **TUTOR**)
of (tutor's postal address as it appears in the register):

		Code		
--	--	------	--	--

At (name of pharmacy)

Y						
---	--	--	--	--	--	--

Situated at (physical address of pharmacy)

		Code		
--	--	------	--	--

Business Tel. No:														
-------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

AND

P						
---	--	--	--	--	--	--

(hereinafter referred to as the **TRAINEE**)

Courier/postal address of trainee

		Code		
--	--	------	--	--

2. INTRODUCTION

WHEREAS the purpose of in-service training is to enable the **PHARMACY TECHNICIAN TRAINEE (TRAINEE)** to apply in practice his/her theoretical knowledge and in doing so gain practical experience; and

WHEREAS it is agreed between the **TUTOR** and the **TRAINEE** (herein after referred to as the **Parties**) that the **TRAINEE** will be exposed to practical experience related to the exit level outcomes of the qualification already obtained by the **TRAINEE**, as indicated below:

- 2.1 Apply relevant knowledge to provide technical support in pharmacy services.
 - 2.2 Provide technical support to compound, manipulate and prepare sterile and non-sterile medicines and Scheduled substances in compliance with standards as described in Good Pharmacy Practice (GPP) RULES and Good Manufacturing Practice (GMP) Guidelines under the supervision of a pharmacist.
 - 2.3 Provide technical support under the supervision of a Pharmacist to manufacture, package and re-package sterile and non-sterile medicines and scheduled substances in compliance with GMP guidelines.
 - 2.4 Provide technical support to order, manage, dispatch and dispose of medicines, scheduled substances, medical supplies and devices, in compliance with Good Wholesale and Distribution Practice (GWDP) and legal requirements.
 - 2.5 Provide technical support to dispense prescriptions for patients in compliance with applicable legislation and GPP.
 - 2.6 Provide Schedule 0 and 1 medicines in accordance with legal requirements, including GPP.
 - 2.7 Manage the dispensary in a Primary Health Care Clinic under the supervision of a pharmacist.
- Either:
- 2.8 Demonstrate an understanding of the principles of the management of common chronic conditions.
- OR
- 2.9 Demonstrate an understanding of the principles of complementary medicines.

THE PARTIES TO THIS AGREEMENT THUS AGREE AS FOLLOWS:

3. EMPLOYMENT*

The approved pharmacy (as detailed above) hereby employs the **TRAINEE** who hereby agrees to be employed as a **TRAINEE** at the pharmacy, subject to:

- 3.1 the provisions of the Pharmacy Act, 53 of 1974, (hereinafter referred to as "the Act") and the *Regulations relating to pharmacy education and training* (Government Notice R.6925 of 20 November 2000 as amended);
- 3.2 the terms and conditions of this contract.

4. DURATION OF EMPLOYMENT

The **TRAINEE** shall be employed by the approved pharmacy for a period of not less than

six (6) months commencing on

(Commencement Date)			/			/	2	0		
---------------------	--	--	---	--	--	---	---	---	--	--

[NOTE: The date of commencement of the in-service training cannot be a date earlier than the date of registration as a trainee with the South African Pharmacy Council]

5. DUTIES OF THE TUTOR

5.1 The **TUTOR** shall accept and take the **TRAINEE** as his/her trainee and, to the utmost of his/her skill and knowledge, teach and instruct the **TRAINEE** or cause him/her to be taught and instructed in the practice and profession of a **Pharmacy Technician** and all matters incidental thereto in terms of the applicable legislation and in accordance with a structured pre-registration programme of in-service training as determined by the Council.

[NOTE: The programme is available at the Council's office and must be completed and followed by the tutor and **TRAINEE**.]

5.2 During the course of this contract, the **TUTOR** shall ensure that he/she remains on the registers of Council (as a Pharmacist and as a Tutor) and refrain from performing any acts, which may cause prejudice to the **TRAINEE**.

[NOTE: Where a **TRAINEE**'s rights are prejudiced through wrongful conduct of a tutor, such conduct shall be reported to the Council for investigation in terms of the regulations relating to the conduct of inquiries held in terms of Chapter V of the Pharmacy Act, 1974 (Act 53 of 1974) by the **TRAINEE**.]

6. REMUNERATION*

As remuneration for services to be rendered by him/her in terms of this contract, the approved pharmacy shall pay to the **TRAINEE**:

6.1 a salary in the amount of R.....per month, which shall be paid monthly on at least the last day of each month;

6.2 such higher salary as may be laid down from time to time under any law applicable on the same terms and conditions set out in clause 6.1 above.

7. ATTENDING TO THE BUSINESS OF THE TUTOR

During employment, in terms of this contract, the **TRAINEE** shall not be employed by the pharmacy/tutor in any trade, business or undertaking other than that of the **TRAINEE**; except where such employment forms part of the in-service training programme.

8. LEAVE, SICK LEAVE AND ABSENCE*

8.1 Leave

The **TRAINEE** may be entitled to at least the minimum number of days leave as provided by the Basic Conditions of Employment Act, 75 of 1997, on full pay, which leave shall be taken in accordance with an agreement between the **TUTOR** and

TRAINEE or if there is no agreement, at a time determined by the **TUTOR** in accordance with section 20(2) of the Basic Conditions of Employment Act.

NOTE: This period(s) of leave shall be granted during the in-service training period of six months referred to in clause 4.

8.2 Sick leave

The **TRAINEE** shall be entitled to at least the minimum number of sick days as per the provisions of the Basic Conditions of Employment Act, 1997.

8.3 Maternity Leave

The **TRAINEE** shall be entitled to maternity leave in accordance with section 25 of the Basic Conditions of Employment Act, 1997 subject to compliance with clause 8.4 relating to the extension of the duration of the in-service training contract.

8.4 Extension of duration of contract

8.4.1 The duration of this contract shall be extended beyond the period referred to in clause 4 by one additional working day for every working day upon which the **TRAINEE** absents himself/herself from the approved pharmacy over and above those working days where leave of absence is granted in terms of clauses 8.1 and 8.2 *supra*.

8.4.2 Absence of the **TRAINEE** from the pharmacy which gives rise to the extension of the duration of this contract in terms of clause 8.4.1 *supra* shall in every instance be reported by the **TUTOR** to the Council, in which event the employment of the **TRAINEE** in terms of this contract shall endure for that further period contemplated in clause 8.4.1 *supra*.

8.4.3 The provisions of clauses 8.4.1 and 8.4.2 above have been inserted in this contract without prejudice to the **TUTOR'S** right to cancel this contract in the event of the **TRAINEE** absenting himself/herself from the approved pharmacy without legal cause.

9. DISCONTINUANCE OF PRACTICE

In the event of the discontinuance of his/her practice as a pharmacist in the Republic for any reason whatsoever, the **TUTOR**:

9.1 shall not be liable for compensation of any nature whatsoever to the **TRAINEE** or his/her successors in title;

9.2 shall so far as lies in his/her power, endeavour to find some other pharmacist approved by Council for purposes of training pharmacy support personnel or "approved as a tutor" who shall be willing to accept the cession of this contract for the remainder of its duration.

9.3 shall in accordance with the Act cede this contract for the remainder of its duration to a pharmacist approved as a tutor.

10. PREMIUM NOT PERMITTED

No premium or other consideration whatsoever shall be paid to the **TUTOR** by the **TRAINEE** or any other person whatsoever in respect of this contract. The payment of such premium or consideration shall invalidate this contract.

11. AMENDMENTS TO CONTRACT

- 11.1** No alteration, variation or waiver of any provision of this contract shall be of any force or effect unless it is recorded in writing and signed by the parties hereto and approved by Council.
- 11.2** This contract shall become null and void if the **TRAINEE** fails to comply with the registration requirements for a **TRAINEE** as stipulated in the Act.
- 11.3** The parties to this agreement may not enter into any additional agreement(s) with each other regarding the subject matter hereof.

SIGNED	AT				
On this		Day of		2	0
SIGNATURE			SIGNATURE		
TUTOR			WITNESS		
SIGNED	AT				
On this		Day of		2	0
SIGNATURE			SIGNATURE		
TRAINEE			WITNESS		

Please note:-

* The requirements of the Basic Conditions of Employment Act, 1997 (Act 75 of 1997) must be adhered to.