

LJS SYLVIA PARK
INDIVIDUAL EMPLOYMENT AGREEMENT

This is an Individual Employment Agreement pursuant to the Employment Relations Act 2000.

BETWEEN : LJS RETAIL (NZ) LTD *(The Employer and the normal place of work)*
from premises at LJS Sylvia Park
Shop SFC 10 South Food Court
Sylvia Park Shopping Centre
286 Mount Wellington Auckland

AND : _____ *(The Employee)*

1. APPLICATION

- (a). This agreement is made between the Employer and the Employee and shall apply from the ____ day of _____ 20____ *(today's date)*.
- (b). The terms and conditions provided for in this contract supersedes and replaces any terms and conditions of employment and other Employment Agreements that may have applied prior to the date of application of this Agreement.

2. GOOD FAITH

- (a). The parties to this Agreement owe each other mutual duties of good faith. These include:
- (i). A duty not to do anything, whether directly or indirectly, to mislead or deceive each other, or that is likely to mislead or deceive each other.
 - (ii). To be active and constructive in establishing and maintained a productive employment relationship in which the parties are, among other things, responsive and communicative.
- (b). If the Employer is proposing to make a decision that will, or is likely to have an adverse effect on the continuation of the Employee's employment, the employer shall provide to the Employee:
- (i). Access to information about the decision which is relevant to the continuation of the Employee's employment (subject to the Employer's right to withhold access if there is good reason to maintain the confidentiality of the information).
 - (ii). An opportunity to comment on the information to the Employee's employment before the decision is made.

3. POSITION & WORK DESCRIPTION

- (a). The Employee is being employed as a Shop Assistant and the general work duties to be performed by the Employee shall include but not be limited to, daily setting up of the store for trade, food preparation, cooking, serving customers, assembling customer orders and completing sales transactions, general cleaning, dishwashing, daily closing down of the store, and any other tasks as are necessary for the normal day to day running of an LJS retail store as determined by the Employer.
- (b). The Employer operates a Staff Training Programme, and a checklist of the work tasks that the Employee will be required to perform and be trained on to the Employers normal high standards shall be made available to the Employee before the commencement of employment, to be used in conjunction with the Staff Training Programme.
- (c). The Employee shall report directly to the Manager of the store, or in his or her absence the designated Supervisor.

4. HOURS OF WORK

- (a). The Employer and the Employee recognise that the Employer has a right to manage its business and has an absolute and total discretion to determine the appropriate staffing levels to meet the needs and requirements of the business as they may vary from time to time.
- (b). The place of work is open for retail trade 7 days per week. The Employer operates a Roster System where the Employee shall be notified 7 days in advance of the hours they will be required to work in the forth-coming week or weeks.
- (c). This position is only one of either (*tick only one of the following boxes*):

Full-time

- (i). The position is full-time and the ordinary hours of work shall normally be more than 30 hours per week after breaks as will be rostered by the Employer from week to week. For the purposes of this Agreement a 'week' shall mean Monday to Sunday inclusive.
The hours of work shall normally fall on a Monday to Sunday during the week, and the Employer reserves the right to roster the Employee to work on any day of the week that the Employee declares themselves available to work as indicated by the Job Application Form that the Employee completed when applying for this position.

Part-time

- (ii). The position is part-time and the ordinary hours of work shall normally be any number of hours less than 30 hours per week after breaks as will be rostered by the Employer from week to week. For the purposes of this Agreement a 'week' shall mean Monday to Sunday inclusive.
The hours of work shall normally fall either:
- a. On any day during the weekend and/or any evenings during the week for Employees who normally have other obligations or commitments during the days on Mondays through Fridays,
 - b. as casual hours whenever required by the roster during the day on any day of the week.

However, the Employer reserves the right to roster the Employee to work on any day of the week that the Employee declares themselves available to work as indicated by the Job Application Form that the Employee completed when applying for this position.

There shall be no guarantee that work will be offered in each and every week, and there shall be no guarantee of a set number of hours to be worked in any week. The Employer shall have the right to vary the hours to be worked by the Employee from week to week to suit the staffing levels and needs of the business.

- (d). The ordinary hours may be worked at such times as to meet the needs of the business as determined solely by the Employer. The Employer shall endeavour to display the roster of hours to be worked no less than 7 days in advance but reserves the right to vary the notice period as deemed necessary. The Employer reserves the right to alter the starting or finishing times of any of the Employee's rostered shifts earlier or later with little or no notice.
- (e). Any interchange of rostered hours shall be subject to the prior approval of the store Manager.

5. WAGES

- (a). The Employee's initial ordinary Gross hourly rate of pay shall be \$_____.

- (b). The Employee's ordinary rate of pay shall be reviewed annually on each anniversary of the commencement of employment, with particular reference to the Employee's work performance in accordance with the company staff training procedure, staff appraisal system and the company rules and disciplinary system.
- (c). Any time worked in excess of 40 hours in any given week shall be deemed to be additional hours and shall be paid for at the Employee's ordinary rate of pay as specified in paragraph 5(a).

6. PAYMENT OF WAGES

- (a). Wages shall be payable weekly and shall be paid no later than the Thursday following the end of the pay period. The normal payday is the Wednesday following the pay period, although the Employer shall not be held responsible or accountable or pay any compensation should the wages not be paid on that day. The defined pay period shall be Monday to Sunday.
- (b). Wages shall be paid by direct credit to the credit of a bank account standing in the name of the Employee, and the Employer shall supply the Employee with written pay advice each week showing how the wages are compiled.
- (c). Deductions from wages arising in one pay period may be made from wages in any subsequent pay period(s) without prior notification to the Employee. In the event of any overpayment of wages to the Employee, or any monies owing to the Employer, the Employee authorises the Employer to deduct the overpayment from any subsequent payment due to the Employee, provided the Employee is given written notification of the Employer's intention to recover the overpayment and the amount to be deducted.
- (d). The Employee authorises the Employer to make deductions from the Employees pay for damage to the Employers or a customer's premises, plant, stock or equipment, where such damage has been caused by the Employee's misuse of machinery/equipment, failing to follow instruction, or reckless actions, or for any unauthorised absence from work without good reason, or for time lost through sickness, default or accident, or through any absence at the request of the Employee with the consent of the Employer, or unless otherwise provided for in this Agreement, or for time lost though the Employee's fault.

7. SUPERVISORS ALLOWANCE

If applicable, an allowance of \$1.00 per hour (in addition to the Employee's normal hourly rate of pay) worked in the capacity of Supervisor, shall be payable when the Employee is appointed by the Employer to act in the capacity of Supervisor when the store Manager is absent from the store for a continuous period exceeding 5 hours.

8. MEAL AND REST BREAKS

- (a). The Employee shall be entitled to a 10 minute paid break after a minimum of 2 hours worked, to be taken at a time convenient to the Employer.
- (b). The Employee shall be allowed an unpaid meal break of 30 minutes in any shift exceeding 5 hours duration, to be taken at a time convenient to the Employer.

9. ANNUAL HOLIDAYS

- (a). The Employee shall after 12 months current continuous service with the Employer be entitled, in each ensuing period of 12 months, to annual holidays in accordance with the provisions of the Holidays Act 2003.

- (b). The Employer shall determine with consultation with the Employee, when any annual holidays that the Employee may be entitled to shall be taken by the Employee, provided that the Employee shall not be entitled to any paid annual holidays until after 12 months current continuous service.
- (c). Payment for periods of annual leave will be made during the period of annual leave on the usual pay day and not in advance of the annual leave commencing, unless the Employer has specifically agreed in writing to pay any part of the annual leave entitlement before the leave commences.

10. STATUTORY (PUBLIC) HOLIDAYS

- (a). Statutory holidays shall be observed in accordance with the Holidays Act 2003 shall apply. The recognised statutory holidays shall be Christmas Day, Boxing Day, New years Day, 2nd January, Waitangi Day, Good Friday, Easter Monday, Anzac Day, Queens Birthday, Labour Day and the Anniversary Day of the Province in which the Employee works.
- (b). The Employee shall be required to work on any of the above statutory holidays listed in paragraph 10(a), provided that the Employer gives the required amount of notice in advance on the roster of hours to be worked to the Employee in accordance with paragraph 4(d) that the Employee will be required to work on the statutory holiday.
- (c). The Employer reserves the right under the Holidays Act 2003 to specify the day that the statutory holiday will be observed on, which may not necessarily occur on the same day as the statutory holiday falls.
- (d). Time worked on any of the above statutory holidays shall be paid for at the Employee's ordinary hourly rate of pay plus 50% (time and a half).
- (e). The Employee shall also be entitled to another day off in lieu if working on any of the above statutory holidays, to be paid for at the Employee's ordinary rate of pay, such day off in lieu to be taken on a day convenient to the Employer, provided that the Employee shall only be entitled to the provisions under this clause if the Employee normally works on the day that the statutory holiday is observed.
- (f). The Employer shall solely determine on which day any day in lieu arising shall be taken by the Employee, although the Employer shall consider an application from the Employee for taking a day in lieu holiday on a specific day requested by the Employee.

11. SICK AND BEREAVEMENT LEAVE

- (a). The Employee shall after 6 months current continuous service be entitled, in each ensuing period of 12 months, to 5 days special leave and up to 3 days bereavement leave.
- (b). Sick or bereavement leave may not be taken and will not be granted in advance prior to having 6 months continuous service with the Employer.
- (c). Sick leave may be taken when an Employee is sick or injured, or when the Employee's spouse or dependent person is sick or injured and needs care.
- (d). The Employee shall be entitled to up to 3 days bereavement leave in the event of a death of an immediate family member, and up to 1 days bereavement leave in the event of a death outside the immediate family if the Employer accepts that the Employee has suffered a bereavement.
- (e). The Employee shall not be entitled to be paid sick or bereavement leave for any day not normally worked by the Employee.
- (f). Sick leave under this clause that is not taken in any period of 12 months may accumulate up to a maximum of 20 days.

- (g). Bereavement leave under this clause that is not taken in any period of 12 months may not be accumulated for use in any subsequent 12 month period.
- (h). Sick or bereavement leave shall be paid for at the Employee's ordinary rate of pay for the normal number of hours that the Employee would normally have worked on the day that the special leave is taken, and the day taken as sick or bereavement leave.
- (i). The Employee shall notify the Employer verbally by telephone call as soon as possible of any day that the Employee wishes to take sick or bereavement leave of their request to take that leave.
- (j). No Employee shall be entitled to sick leave for any day for which the Employee is paid earnings related compensation under the Accident Rehabilitation and Compensation Insurance Act.
- (k). At the request of the Employer the Employee shall be required to present to the Employer an appropriate Medical Certificate immediately upon returning to work from any leave taken because of sickness. The Employer may withhold sick pay if a proper medical certificate is not presented.

12. TERMS OF EMPLOYMENT

- (a). One weeks' notice of termination of employment in writing shall be given by either party, unless another period of notice is agreed on in writing by both parties, but this shall not affect the Employer's right to dismiss the Employee for serious misconduct, when the Employee is subject to instant dismissal and entitled to payment of wages up to the day of dismissal only.
- (b). If the Employee leaves the Employer's service without notice or without good cause or is instantly dismissed, the Employee shall forfeit one week's ordinary pay in lieu of notice. The Employer reserves the right to deduct accordingly from the final pay, and any other monetary Bond posted, of the Employee, one week's ordinary pay as allowed in this clause.
- (c). Where the Employee absents himself or herself from work on any day for more than one consecutive day without the consent or notification of the Employer, this shall be considered as serious misconduct and the Employee shall be deemed to have terminated their employment unless a reason satisfactory to the Employer can be given, and shall forfeit an ordinary week's pay.
- (d). If the Employee leaves the Employer's service within two months of the Employee's commencement of employment for any reason, the Employee shall forfeit one week's ordinary pay in reimbursement towards the Employers employment related and training costs. The Employer reserves the right to deduct accordingly from the final pay, and any other monetary Bond posted, of the Employee, one week's ordinary pay as allowed under this clause.
- (e). At the termination of employment providing the proper notice is given the Employer, subject to the return of any part of uniforms not purchased and any other equipment or documents supplied, the Employer shall pay the final net amount due to the Employee less any deductions allowed for in this contract no later than the next pay period unless otherwise agreed to in writing by both parties, and the Employee authorises the Employer to deduct from the Employees final pay (including holiday pay) whatever monies the Employer may be owed under the employment relationship including annual, sick leave or bereavement leave taken in advance.
- (f). In the event of a forfeiture of wages as provided for in Clauses 12(b), 12(c) and 12(d) above, if there is insufficient monies included in the final pay to make the required forfeiture, the Employee shall be required to make a separate payment of the shortfall amount to the Employer as advised in writing to the Employee, within 7 days of the Employee receiving such written notice.
- (g). If the Employee is placed on Suspension for an alleged breach of the Company Work Rules pending a disciplinary meeting hearing to investigate the alleged breach then the Employee shall be Suspended without pay, provided that the disciplinary meeting hearing is conducted with 14 days of the date of Suspension.

- (h). The Employee agrees not to enter into or take on any additional paid employment with another Employer whilst currently employed by LJS under this employment agreement, without the express written consent of LJS.

13. REDUNDANCY

- (a). The Employee shall not be entitled to receive any compensation for redundancy in the event that one or more job positions become unnecessary, or the Employer ceases to be the employer for whatever reason, or the whole or part of the business is sold or transferred, closed, ceases trading, placed in receivership or liquidation, and any contracts of employment terminated for these reasons.
- (b). All Employees to be declared redundant shall receive not less than one week's written notice of termination of their employment by the Employer. In lieu of such notice, the Employee shall receive one week's normal wages.
- (c). The Employer shall receive any submissions from Employees who have been given notice of redundancy, which contain requests for leave to seek re-employment and where such requests for leave shall not be unreasonably denied by the Employer, or contain submissions on alternatives to redundancy but the Employer shall not be required to give any reasons for rejecting such submissions and shall not be required to disclose any confidential information or otherwise justify any redundancy decisions.

14. EMPLOYMENT PROTECTION

- (a). In the event that the Employer's business is to be sold, transferred or contracted out to another person or company ("restructured") so that the employment of the employees, or a group of those employees would terminate as a result of the restructuring:
- (i). The Employer shall conduct negotiations with the new employer with a view to securing the continued employment of the affected employees on the same, or no less advantageous terms and conditions of employment to those currently enjoyed by the affected employees.
 - (ii). The matters relating to the affected Employee's employment that the Employer will negotiate with the new employer shall include:
 1. Who will be retained by the new employer.
 2. Whether the affected Employees who are to be retained will transfer to the new employer on the same terms and conditions of employment.
 3. The remuneration of the affected employees who will be transferred to the new employer.
 - (iii). Where the Employer has been unsuccessful in negotiating the transfer of an Employee's employment to the new employer, the Employer shall notify the Employee in writing not less than one week prior to the date of transfer and the redundancy provisions in Clause 13 shall apply. The Employee will be informed of the amount of their final pay, and any other entitlements they will receive on the transfer date at the time of the notice.
 - (iv). Not less than two weeks before the proposed transfer, the Employer shall consult with each Employee who will be affected by the transfer to determine whether or not the Employee wishes to elect to transfer to the new Employer. The Employee may elect to transfer to the new Employer at any time up to seven days prior to the transfer date, by notifying the Employer verbally or in writing that they wish to transfer to the new employer. If the Employee does not elect to transfer, the redundancy provisions in Clause 13 shall apply.
 - (v). Nothing in this clause shall be interpreted as imposing an obligation on the Employer to secure the continued employment of the Employee at any cost. The Employee recognises that the Employer has a right to manage its business and is not under any obligation to offer financial consideration to a new Employer in return for the continued employment of any employee.

15. UNIFORMS & DRESS STANDARD

- (a). A set of uniforms shall be purchased by the Employee in accordance with the Employer's uniform policy. The Employer shall determine the uniform and the manner in which the Employee shall wear it. Any clothing other than the uniform provided shall meet the standard and be worn in the prescribed manner as set by the Employer.
- (b). The set of uniforms to be purchased by the Employee shall consist of the following:-
 - (i). Full-Time Employee : 2 Shirts and 1 Cap - total cost \$90.00
 - (ii). Part-Time Employee : 1 Shirt and 1 Cap - total cost \$50.00
- (c). The Employee will be allocated 1 apron if Part-Time or 2 Aprons if Full-Time at no cost or charge to the Employee, and the Aprons are to be worn at the store as part of the uniform. The Aprons remain the property of the Employer and are to be returned to the Employer at the end of the employment.
- (d). The complete uniform shall be brought to work cleaned and ironed to the standards required by the Employer and worn by the Employee in the prescribed manner on each and every day that the Employee is rostered on to work.
- (e). The Employee shall be responsible for the care and laundering of the uniforms and shall maintain the uniform in a clean and presentable condition at all times.
- (f). The Employee shall pay to the Employer after receiving the Shirt and Cap uniforms the amount specified in paragraph 15(b) of this agreement, and the Shirts and Cap then become and remain the property of the Employee throughout and after the period of employment.
- (g). Any Aprons supplied with uniforms must return such Aprons upon replacement of the Aprons or on the last day of employment prior to receiving any final net pay owed by the Employer.
- (h). The Employer may make a deduction from the final net pay the cost of the Aprons provided to the Employee who having been provided with such Apron does not return all or part of the Aprons to the Employer, or does not return them in good condition allowing for reasonable wear and tear.
- (i). The Employee shall at all times observe the required standards of dress and personal appearance, and in particular take note that:
 1. No hand jewellery is to be worn in the store except wedding rings.
 2. No facial jewellery is permitted except small earrings.
 3. No visible body piercing jewellery or studs are permitted.
 4. Fingernail polish is not permitted when working in the store by health department regulations, and fingernails should be cleaned and neatly trimmed.
 5. Perfume and after-shave should be kept to a minimum.
 6. Make-up should be kept to a minimum and should be natural and complementary to the uniform.
 7. Clean shaven or neatly trimmed beards and/or moustaches.
 8. No unacceptable or offensive tattoos.

16. PROCEDURE FOR RESOLVING PROBLEMS, DISPUTES OR GRIEVANCES

- (a). For the purposes of this Agreement, the definition of 'personal grievance' is as set out in Part 9 of the Employment Relations Act 2000.
- (b). If you have a grievance, problem, complaint or dispute arising from your employment, the procedure for resolving any such problems or grievances shall be as follows:

Step 1 You must first speak with your immediate Manager, or someone else who has the authority to act and handle the matter, about your concern so that we may immediately deal with your concern in an appropriate and timely manner.

- Step 2** If the problem is not resolved in Step 1, you (or your designated representative) must raise with us the problem or grievance within 90 days of the event that gave rise to it, by making us aware in writing that a problem or personal grievance is alleged.
You must write a letter to us regarding your problem or grievance, giving details on 1) What your problem or grievance is, 2) Why you feel aggrieved, and 3) What solution you seek to resolve the matter. Mark the letter as URGENT and mail it to The Manager, LJS Retail NZ Limited, PO Box 110, Whitford, Auckland.
- Step 3** We will then arrange to meet with you within 7 days of receiving your letter to discuss and attempt to resolve the problem. Either party failing to attend the meeting without good cause will be regarded as having not acted in good faith, and will be considered a serious breach of our employment relationship.
- Step 4** If the problem or grievance cannot be resolved at the meeting in Step 3 and you wish to pursue a personal grievance, you must then again write to us within 90 days advising of this. If there is no change in the details of your grievance you may simply refer to your letter in Step 2, otherwise you will need to set out any new details in your letter.
Note: You must follow Step 4 within 90 days of any advice given under Step 3 that either party is unable to resolve the grievance. Failure to provide this formal notice within the 90-day period shall render the grievance void and you will not be able to raise it again under any circumstances.
- Step 5** Within 7 days of receiving your letter advising that you wish to pursue a personal grievance, we will conduct a final review of the circumstances concerning your grievance and advise you in writing whether we believe a solution is possible.
- Step 6** If no solution can be agreed on then either party may refer the matter to the Mediation Service of the Department Of Labour. You may file your personal grievance with the Department Of Labour's Mediation Service or with any other alternative mediation provider as may be agreed between us.
- Step 7** If the matter cannot be resolved at mediation then you have the right to take the matter to the Employment Relations Authority for determination.

17. COMPANY POLICIES

The Employee shall comply absolutely with the Employer's occupational health and safety regulations as detailed in the Occupational Health and Safety Handbook, and the company's operating policies and procedures and company work rules and disciplinary system as detailed in the Operations Manual, and any such others as may be amended by the Employer from time to time.

18. WORK RULES & DISCIPLINARY PROCEDURES

- (a). The Employer has formally documented the company work rules together with the disciplinary procedures and penalties that the company will use where these rules are breached. The Employer has established these set of rules and penalties in order to establish and maintain a level of standards and behaviour that the company expects and requires all employees to follow in order to allow the company to conduct its business to the highest possible standards.
The reason for formally documenting the rules and disciplinary system is to avoid any misunderstandings between the company and its employees concerning the behaviour and standards expected and required by the company of all staff, and what the associated procedures and penalties will be where these rules are breached. These rules and penalties will apply to the Employee, and the rules and penalties will be judged solely by the decisions of the Employer, its duly authorised and designated Employees, Agents and Managers, or any other Employer related company or entity.
- (b). **Examples Of Behaviour Considered Serious Misconduct For Which The Penalty May be Instant Dismissal:**
1. Refusal to obey any lawful and reasonable instruction.
 2. Unauthorised possession or movement of company stock, product or property, or another employees property. This includes items that may be termed scrap, waste or damaged items.
 3. Unauthorised use of any equipment, stock, product or materials.

4. Any unauthorised use or misuse of a cash register.
5. At any time employees pockets, bags or vehicles may be requested to be searched by management, refusal of which will be considered serious misconduct and subject to instant dismissal.
6. Failure to observe authorised procedures for the operation of cash registers and any other monetary transactions, including credit cards, cheques, Eftpos and cash.
7. Dishonesty, or falsification, or being party to a falsification, in or of any verbal statement or company document or record. This includes wage, time, accident, leave, job application forms, etc.
8. Fighting, using offensive language, verbal abuse or intimidation of another worker, supplier or customer on company premises, or within the hearing of customers, or over the telephone, or at company functions. This also extends to non-work hours where the incident has a detrimental effect on the working relationship.
9. Sexual harassment of another employee or customer.
10. Absences from work (other than for good cause) during a period for which a request for leave has been declined.
11. Unauthorised absence from work for more than one consecutive day.
12. Failure to supply a medical certificate when requested to do so.
13. Any deliberate act which adversely effects quality or productivity, or causes injury, damage or harm to another person, equipment or property.

14. Failure to observe safety requirements as detailed in the company's Occupational Health and Safety Handbook, including irresponsible use of fire protection or safety equipment, or failure to wear safety equipment or protective clothing, or smoking in an area designated non smoking for health or safety reasons.
15. Consuming alcohol on company premises without the prior consent of management.
16. Reporting for work in such condition that duties are unable to be performed properly or safely after having received a previous warning for this conduct.
17. Unauthorised disclosure of information that is confidential to the company.
18. Taking on a second job with another Employer without the knowledge or written consent of LJS.

(c). **Examples Of Behaviour Considered Misconduct For Which The Penalty May be a Written Warning or Instant Dismissal Where The Offence Is Ever Repeated:**

1. Failure to wear uniforms in the prescribed manner or to observe other uniform requirements, personal and dress standards.
2. Reporting to work in such condition that duties are unable to be performed properly or safely.
3. Failure to adhere to the stores hours of business when in a position of responsibility to do so.
4. Unauthorised absence from work.
5. Failure to report any accident or personal injury (no matter how minor) which occurs during work hours, including lunch and tea breaks.
6. Failure to obey any lawful and reasonable instruction.

Note that this type of warning will also be recorded as a warning under the Progressive Warning System.

(d). **Examples Of Behaviour Considered Misconduct For Which The Penalty may be a Warning Issued Under The Progressive Warning System:**

1. Failure to perform work to the required standard.
2. Frequently poor time keeping, including arriving late for work or from lunch or tea breaks.
3. Unauthorised or unnecessary absence from the store during work hours.
4. Failure to report absence from work to your designated manager or supervisor at least 2 hours before the rostered start time. Cellphone Text messages are not permitted, and you must leave a verbal phone message with your immediate supervisor/manager, and not another staff member.
5. Defacing company property, including posting offensive notices on notice boards or walls.
6. Unauthorised use of company telephones, other than in cases of urgent need or emergency.
7. Boisterous, disruptive or irresponsible behaviour.
8. Using abusive or offensive language at work that may cause offence to others.

9. Aggressive, argumentative or discourteous behaviour towards another worker or customer.
10. Unauthorised disclosure of information considered by the company or another worker to be personal or private to other people, customers or the company.
11. Not turning off a Cellphone phone when on duty in the store, or sending employment related message by cellular phone text messaging to the Manager or Supervisor.

Note that warnings are not limited to repetition of the same offence but apply to any incident of misconduct.

(e). **Levels of Disciplinary Action**

(i). **Progressive Warning System**

The penalty of a warning issued under the Progressive Warning System applies to behaviour considered to be misconduct. These types of warnings remain effective for the period specified from the date of issue, and are not limited to repetition of the same type of behaviour.

The procedures to be followed for these types of warnings are:

1. 1st Offence: Verbal warning with written confirmation
2. 2nd Offence: Written final warning
3. 3rd Offence: Termination of employment

(ii). **Final Warning**

The penalty of a final warning applies to behaviour, which falls somewhere between misconduct and serious misconduct, or as a final warning for a 2nd offence under the Progressive Warning System. In such cases the issue of a 1st offence warning under the Progressive Warning System would not convey the seriousness of the behaviour, and instant dismissal would be too harsh a penalty. A final warning issued at this level remains effective from the period specified from the date of issue. Any further incidence of misconduct within this period will result in instant dismissal.

(iii). **Permanent Warning (One-off warning)**

Warnings at this level are one-off warnings that apply to incidents of misconduct for which instant dismissal would be too harsh a penalty, or in the event of serious misconduct where the employees work history or explanation may serve to mitigate the penalty that would otherwise be instant dismissal. Where a permanent (one-off) warning is issued, a repetition of the same offence will result in instant dismissal. Permanent one-off warnings remain effective throughout the term of employment, and are also recorded as a warning under the Progressive Warning System.

(iv). **Instant Dismissal**

The penalty of instant dismissal applies to behaviour considered to be serious misconduct.

19. **SPECIAL CONDITIONS**

The Employee hereby acknowledges and irrevocably agrees that if the availability of days and hours that can be worked by the Employee as indicated on the Employee's Job Application Form changes at any time in the future, that if the Employer does not agree to those changes in writing, then this Employment Agreement shall be terminated by the Employer with one weeks notice.

20. **TRIAL PERIOD**

A trial period will apply for a period of 90 Days employment to assess and confirm suitability for the position. Parties may only agree to a trial period if the employee has not previously been employed by the employer. During the trial period the Employer may terminate the employment relationship, and the Employee may not pursue a personal grievance on the grounds of unjustified dismissal. The Employee may pursue a personal grievance on grounds as specified in sections 103(1)b-g of the Employment Relations Act 2000 (such as: unjustified disadvantage; discrimination; sexual harassment; racial harassment; duress with respect to union membership; and the employer not complying with Part 6A of the Employment Relations Act 2000).

Any notice, as specified in the employment agreement, must be given within the trial period, even if the actual dismissal does not become effective until after the trial period ends. This trial period does not limit the legal rights and obligations of the employer or the employee (including access to mediation services), except as specified in section 67A(5) of the Employment Relations Act 2000.

21. CONFIDENTIALITY

The Employee acknowledges that the information contained in this Employment Contract is personal and confidential to the Employee and the Employer, and the Employee shall not disclose to any other employee or persons within or outside of the Company any information or knowledge contained in this contract or otherwise that is considered private or confidential to the Employee or Employer.

The Employee also acknowledges that all information and knowledge relating to the Employer's Company business is strictly proprietary and confidential to the Company, and shall not be disclosed under any circumstances whatsoever to any other person or entity outside the Company either during the term of employment or at any time after the Employee leaves or ceases to be employed by the Employer for whatever reason.

22. PERSONAL DETAILS

Name : _____ Date Of Birth : _____

Address : _____

Home Phone # : _____ Mobile # : _____

Bank Account Number for wages to be paid to: Your IRD # : Your IRD Tax Code : _____

Email Address (for payslips): _____

Contact name, address and telephone number of next of kin (in case of emergency):
_____**23. INDEPENDENT ADVICE**

I, _____, declare that prior to my signing this Agreement I have been forwarded a copy of this by the Employer and advised of my right to take independent advice with regard to the terms and conditions contained within this Agreement, and that I have been allowed a reasonable time and opportunity of 3 working days to take such independent advice. I confirm that I **(tick only one of the following boxes)**:

have taken independent advice and I am satisfied with the terms and conditions of this Employment Agreement, and the Company's Work Rules and Disciplinary System.

have been given the opportunity and a reasonable time to take independent advice on the terms and conditions of this Agreement, however I have declined this right and/or decided not to do so.

24. DECLARATION & ACCEPTANCE OF EMPLOYMENT

I, _____, declare that I have read and understand the terms and condition of employment as detailed in the Employment Agreement and accept them fully. I also understand that any job application forms that I have filled out will become part of this Agreement.

I agree that I will comply with the Company's Occupational Health and Safety regulations as detailed in the Occupational Health and Safety under Section 5, of the Store Operations Manual, and the Company and Store Operational Policies and procedures as detailed under Sections 1 and 2 of the Store Operations Manual.

I also declare that I have read and fully understand the Company's Work Rules and Disciplinary System and how they will be applied, and the penalties for a breach of any of the rules, and accept this Agreement of employment commencing on: _____ **(the commencement date)**.

Signed by the Employee: _____

Date: _____

Signed for and on
behalf of the Employer: _____

Date: _____

Employers Title : _____