

ALDI Stores Limited ("The Company")

Ciaran Doherty

73 Springfield Road, Swadlincote DE11 0BY

United Kingdom

#### APPOINTMENT AND TITLE

You are employed by the Company in the role of Store Assistant. You will be based at our 782080 Swadlincote Store. The Company is entitled to employ you in any of its locations in the UK.

Your employment in this role will commence on 07/11/2022. Your period of continuous employment starts on 07/11/2022.

## **DUTIES AND RESPONSIBILITIES**

Your duties in the role of Store Assistant are as per the Job Description.

You are responsible for carrying out all work required to ensure the smooth running of your assigned area in the business and for following all reasonable instructions from the Company and your superiors.

## **HOURS**

Your normal hours of work are 30 per week Monday to Sunday, or such additional hours and days as may be necessary for the successful completion of your duties.

For calculation purposes your "normal hours of work" are calculated by reference to a 17 week rolling period.

## **PAY INFORMATION**

Your pay is £10.50 per hour.

Unless as otherwise set out in this Contract of Employment, you will be paid this rate for all hours worked whether or not in addition to your normal hours of work.

You will be paid 12 times per year by bank transfer. Your pay will be reviewed annually.

You may be asked by the Company to work night shifts. A 20% night premium will be applied to your pay for any hour worked during the night shift.



#### RIGHT TO WORK

In order to comply with UK law, we need you to prove that you have the right to live and work in the UK to the standards set by UK Visas and Immigration. The Company is therefore required as a minimum to perform a Right to Work check, which will require inspection of:

- Your original passport, or
- Birth or Adoption Certificate along with National Insurance Number Card / Letter from the National Insurance Contributions Office or P11d from HMRC, and / or
- Any other document which proves your Right to Work in the UK e.g. Online Share Code

This check needs completing prior to the commencement of your employment. During the inspection of your documents we will also take a copy which will be stored in the Company portal. We reserve the right to ask for additional documents to comply with the standards set by UK Visas and Immigration which are reviewed on an ongoing basis and you hereby consent to provide this on request. An example of this would be where an employee holds a Tier 4 visa and is required to provide evidence of their term dates to ensure compliance with any working hours restrictions imposed on their visa.

This Contract of Employment is not effective until the above information has been provided. If your passport or other listed documents are not available, please let us know immediately and we will consider what other proof is acceptable.

In addition, you need to provide us with documented evidence of your National Insurance Number. This could include a copy of a P45, P60, payslip, National Insurance Number Card / Letter from the National Insurance Contributions Office or P11d from HMRC. If you do not provide satisfactory evidence within 4 weeks of your employment starting, your employment may be terminated with immediate effect. However, if your National Insurance number is required to prove your Right to Work, this is needed prior to commencement of work.

In order to maintain our continued compliance with Immigration Law from time to time we may need to liaise with UK Visas and Immigration about your immigration and Right to Work status. By signing this agreement you consent to us providing personal information where it is required as part of our ongoing employer obligations, as well as providing us continued authority to conduct Employer Checking Service verifications throughout the life of your employment.

It is your responsibility to be familiar with the conditions of any visa held by you to satisfy the right to work in the UK. At all times you must ensure that your employment is not in breach of the conditions of your visa which includes accepting shifts which exceed any working restrictions you have.

## **PENSION**

To assist you with your pension planning the Company operates a Workplace Pension Scheme. You will be automatically enrolled into the pension scheme once you meet the eligibility requirements but you may choose to join the pension scheme as soon as you join the Company. Further details of this entitlement are available from your Personnel Leader.

### **DEATH IN SERVICE**

The Company also operates a Death in Service scheme. This is detailed in the ALDI Employee Handbook.

#### **HOLIDAYS**

You are entitled to 28 working days paid holiday each year, to be taken at times agreed with the Company.

This includes your entitlement for Bank Holidays.

The holiday year runs from 1 January to 31 December.



In the first calendar year of employment, you will receive a proportion of your annual holiday entitlement, according to the number of calendar months left in that year.

Holiday not taken by 31 December cannot be carried over into the next holiday year.

If you leave the Company you will be paid for any holiday that you have not taken, calculated according to the number of days that you have worked in that year. If you have been overpaid for holidays, this will be deducted from your final payment.

#### BANK HOLIDAYS

If you are required to work on a Bank Holiday, you will receive time and a half payment for those hours worked.

There is no additional payment for staff who do not work on a Bank Holiday.

#### ALDI SICK PAY SCHEME

The ALDI sick pay scheme is detailed in the Employee Handbook and applies after successful completion of the Probation Period. During the first 2 years of continuous employment you will receive full pay for a total of 1 week of absence due to sickness during any 12 month period. After you have completed 2 years' continuous employment you will receive full pay for a total of 4 weeks' absence due to sickness during any 12 month period.

Sick Pay is not paid for the first 3 days of any 1 period of absence; these are often referred to as "waiting days".

If you are ill, you must inform the Company on the first day of illness.

If required by the Company in accordance with the ALDI sick pay scheme, you must submit a doctor's note. If the sickness continues for longer than the doctor's note you must submit a new note from the doctor. The Company reserves the right to require you to attend an independent medical examination in the event that you are absent from work through sickness.

### **TERMINATION**

If you wish to terminate this contract of employment you must give 1 day's notice during your first 4 weeks of continuous employment, and 1 week's notice thereafter.

Until you have completed continuous employment of 4 weeks or more with the Company, the Company is entitled to terminate your employment with 1 days' notice.

Once you have been continuously employed by the Company for more than 4 weeks but less than 2 years, the Company will be entitled to terminate your employment with 1 weeks' notice.

Once you have completed 2 years continuous employment, the Company is entitled to terminate your employment with 1 weeks' notice for each complete year of continuous employment with the Company, subject to a maximum entitlement of 12 weeks.

#### SERIOUS BREACH OF TERMS AND CONDITIONS



However if you commit a serious breach of the terms of your Contract with the Company, the Company is entitled to dismiss you without notice. The following list gives some examples of the kinds of behaviour that could lead to dismissal, but such a list is not exhaustive:

Theft of stock or property which belongs to the Company, an employee of the Company, or a third party on Company property.

Falsification of Company records, including the details that you have already given in your application to the Company.

Omitting to inform anyone when you realise there is a violation of either of the above 2 points by an employee or third party.

Smoking on Company premises other than in designated areas.

Consuming any alcohol (other than by participating in product testing conducted at the Company's Head Office) or taking any drugs (other than prescribed by your GP) during the normal working day both on or off the Company's premises.

Failing to comply fully with the Emergency Withdrawal (EW) Procedure.

Conviction for any criminal offence (other than a minor motoring offence).

Failing to comply fully with the Restricted Sales Policy.

Breach of the Company Bribery Policy.

Failure to hold the required permission to work in the UK as defined by UK Visas and Immigration or failure to comply with the conditions attached to any visa restrictions including but not limited to; accepting hours in excess of the work restrictions stipulated on your conditions.

Breach of the Company Equal Opportunities Policy.

The Company is entitled to suspend you from work during the notice period.

#### CONFIDENTIAL INFORMATION AND SENSITIVE PERSONAL DATA

You must not use, copy or disclose any Confidential Information or Sensitive Personal Data to any person, company or organisation.

You must also do your very best to prevent the use or communication of any Confidential Information and inform the Company immediately if you find out, or even suspect that any person, company or organisation knows or has used any Confidential Information or Sensitive Personal Data. This requirement continues even after you have left the Company.

"Confidential Information" means information that the Company wants to keep private. This includes information about the business, suppliers, customers, employees (both current and past), products, affairs and finances ('figures') of the Company. It also includes trade secrets, technical data and know-how relating to the Company or any of its suppliers or customers.

### POST-TERMINATION RESTRICTIONS



During your employment and for the period of 6 months beginning with the date on which your employment ends you will not persuade or attempt to persuade any person employed with the Company at the date of termination, to leave the Company's employment.

#### **CHECKS**

The Company is entitled to carry out bag and car checks.

### GRIEVANCE AND DISCIPLINARY

Grievance and Disciplinary Procedures are outlined in the ALDI Employee Handbook.

#### PROCESSING PERSONAL DATA

For the purpose of your employment, ALDI processes personal data about you relating to:

- 1. Recruitment
- 2. Salaries
- 3. Pensions
- 4. Sickness and health records
- 5. Training and disciplinary records
- 6. Issues raised to the ALDI Alertline

### **RULES**

You are bound by the rules and instructions given by and on behalf of the Company. The Employee Handbook, Code of Conduct, Job Description and Application all form part of this Contract of Employment.

## PERSONAL LICENCE

If you are a Personal Licence Holder and/or Designated Premises Supervisor of an ALDI Store (as defined in the Licensing Act 2003 or any statutory modification of it), you hereby irrevocably appoint the Company or any person appointed by it as your attorney for the purposes of giving consent or approval to the appointment at any time of a new Designated Premises Supervisor for that store.

## **AGREEMENTS**

There are no collective agreements in force which affect the terms of your employment.

## **VARIATIONS**

The Company has the right to vary this Contract of Employment provided you are given at least 4 weeks' notice in writing.

### EMPLOYEE HANDBOOK



I have received a copy of the ALDI Handbook.

I understand that the contents of the Handbook form part of my Contract of Employment with ALDI and that it is my responsibility to read and fully understand all of the contents.

I am aware the Handbook may be updated from time to time, and the Company will inform me of any such updates.

I agree to act in line with the requirements of the Handbook.

### **BENEFITS SUMMARY**

### Pension

Entitled to join the Workplace Pension Scheme

## **Holidays**

28 days (5.6 weeks)

#### Sick Pay

After successful completion of probation period:

During first 2 years: 1 week full pay

Thereafter: 4 weeks full pay

#### **Long Service Reward**

15 years service: 1/2 month full pay 25 years service: 1 month full pay 40 years service: 1 1/2 month full pay

## **Death in Service**

Up to 1 year service: payment for hours worked (to date of death) plus 1 month full pay 1 to 3 years service: payment for hours worked (to date of death) plus 2 months full pay 3 to 5 years service: payment for hours worked (to date of death) plus 4 months full pay Over 5 years service: payment for hours worked (to date of death) plus 5 months full pay

(Your nominated beneficiary details are added by you as part of the on-boarding process. If you would like to change the beneficiary details, this can be done at any time through Workday).



## Maternity / Adoption Pay

After 2 years' continuous service:

During first 12 weeks: full pay During next 6 weeks: 50% pay

Thereafter Statutory Maternity / Adoption Pay

# Paternity / Adoption Pay

After 2 years' continuous service:

During first week: full pay Thereafter Statutory Paternity / Adoption Pay

## **M25 Enhanced Hourly Rate**

If you work in a store within the M25 area, you will receive an enhanced hourly rate which is stated in the Payment Information section of this contract.

If you move to a store outside the M25, the enhanced hourly rate stated in the Payment Information section of this contract will be automatically reverted to the national standard rate but is reinstated whenever work in a store within the M25 area is required

Your Area Manager will inform you if your store is located in the ALDI 'M25 area'

I confirm my acceptance of these terms.

{{Signature\_es\_:signer1:signature}} Name: Ciaran Doherty {{Date\_es\_:signer1:date}} {{Signature\_es\_:signer2:signature}} Name: {{\*Name2\_es\_:signer2:fullname}} {{Date\_es\_:signer2:date}}