



Inland Revenue  
Te Tari Taake

# Tax code declaration

IR330  
May 2016

## Employer

**Do not send this form to Inland Revenue.** You must keep this completed IR330 with your business records for seven years following the last wage payment you make to the employee.

## Employee

**When you have completed your IR330, give it to your employer.**

### 1 Your details

First name/s (in full)

SHYAM

Family name

CHAUDHARY

IRD number

(8 digit numbers start in the second box. 1 2 3 4 5 6 7 8 )

1 3 1 6 2 3 9 3 3

If you don't know your IRD number or you don't have an IRD number, call us on 0800 227 774.

If you want to pay your child support through your employer, talk to us on 0800 221 221 and we can set that up for you.

Are you a KiwiSaver member? New employee - complete the KS2. Existing KiwiSaver member - complete the KS2 to start deductions.

### 2 Your tax code

**You must complete a separate Tax code declaration (IR330) for each source of income**

**Choose only ONE tax code** Refer to the flowchart on page 2 and then enter a tax code here.

Tax code

If you're a casual agricultural worker, shearer, shearing shedhand, recognised seasonal worker, election day worker, have a special tax code or are receiving schedular payments, refer to "Other tax code options" at the bottom of page 2, choose your tax code and enter it in the tax code circle.

M

If your tax code is "WT" write your schedular payment activity from page 4 here.

M

### 3 Your entitlement to work

I am entitled under the Immigration Act 2009 to do the work that this tax code declaration relates to (tick the box that applies to you).

☐ I am a New Zealand or Australian citizen or am entitled to work indefinitely in New Zealand.

☒ I hold a valid visa with conditions allowing work in New Zealand.

Find out whether you are entitled to work in New Zealand by calling 0508 558 855 or 09 914 4100.

Your employer can check your work entitlement status through VisaView [www.immigration.govt.nz/visaview](http://www.immigration.govt.nz/visaview) if they are registered for this service, or by calling Immigration New Zealand on one of these numbers:

Auckland toll-free calling area 09 969 1458

Wellington 04 910 9916

Other parts of New Zealand 0508 WORK NZ

Your employer may also ask you for additional evidence about your entitlement to work status.

**Note to employers:** It is an offence to employ someone who is not entitled to work under the Immigration Act 2009. An employer has a defence if the employer did not know the person was not entitled to work, took reasonable precautions and exercised due diligence to ascertain whether the person was entitled to do the work. Relying solely on this IR330 form does not constitute reasonable precautions or due diligence. Instead, employers may check entitlements using the online VisaView service ([www.immigration.govt.nz/visaview](http://www.immigration.govt.nz/visaview)) or by contacting Immigration New Zealand or by seeking documentary evidence.

### 4 Declaration

Signature

Shyam

1 3 0 9 2 0 2 0

Day Month Year

**Please give this completed form to your employer.** If you don't complete Questions 1, 2 and 4, your employer must deduct tax from your pay at the no-notification rate of 45 cents (plus earners' levy) in the dollar. For the no-notification rate on schedular payments see the table on page 4.

#### Privacy

Meeting your tax obligations means giving us accurate information so we can assess your liabilities or your entitlements under the Acts we administer. We may charge penalties if you don't.

We may also exchange information about you with:

- some government agencies
- another country, if we have an information supply agreement with them
- Statistics New Zealand (for statistical purposes only).

If you ask to see the personal information we hold about you, we'll show you and correct any errors, unless we have a lawful reason not to. Call us on 0800 377 774 for more information. For full details of our privacy policy go to [www.ird.govt.nz](http://www.ird.govt.nz) (keyword: privacy).

## **Job Description for YKD Holdings (2011) LTD**

### **Overall Statement of Position Responsibilities for Sales Assistant**

#### **Overall Statement of Position Objectives**

In managing the retail operations of the YKD (2011) Ltd the primary objectives are to:


- Maximise customer satisfaction
- Maximize sales
- Maximise profits

#### **Duties include but are not limited to:**

1. Maintain customer services and facilities
  - Greet customers and provide assistance
  - Ensure cleanliness and order in the store is maintained
  - Responsible for planning and coordinating all facets of day to day operations of the store over
  - Ensuring a prompt service and quality product to all the customers.
2. Maintain stock, supplies and inventories
  - Maintain and Take inventory as required
  - Ensure stock received is checked against invoices
  - Ensure prices are marked on stock
  - Examining the goods delivered, match them with the order placed and return the unwanted goods.
3. Perform other related duties as required
  - Entertaining customer inquiries and complaints about the product and services.
  - Ensuring that the promotions are displayed in the store correctly.
  - Ensuring safety and security procedures are enforced.
  - Opening and Closing the store.
  - examining returned goods and deciding on appropriate action
  - ensuring that goods and services are correctly priced and displayed
  - ensuring safety and security procedures are enforced
4. Other Duties

Duties of employees shall include any work which may be required of them in connection with the employer's business, provided the employee has the appropriate skills and/or qualifications.

Signed

  
13/09/2020

## Individual Employment Agreement between an Employer and an Employee

### 1 The Parties

#### 1.1 Individual Employment Agreement

The parties to this employment agreement are:

1. YKD HOLDINGS (2011) Ltd., the "Employer"; and
- 2 **SHYAM CHAUDHARY** , the "Employee".

### 2 The Position and the Duties

#### 2.1 Position

The Employee is being employed as **Sales Assistant**

#### 2.2 Duties as set out in the job description

The Employee shall perform the duties set out in the Job Description attached to this agreement.

### 3 Obligations of the Relationship

#### 3.1 Obligations of the Employer

The Employer shall:

- (i) Act as a good Employer in all dealings with the Employee
- (ii) Deal with the Employee and any representative of the Employee in good faith in all aspects of the employment relationship, and
- (iii) Take all practicable steps to provide the Employee with a safe and healthy work environment.

#### 3.2 Obligations of the Employee

The Employee shall:

- (i) Comply with all reasonable and lawful instructions provided to them by the Employer
- (ii) Perform their duties with all reasonable skill and diligence
- (iii) Conduct their duties in the best interests of the Employer and the employment relationship
- (iv) Deal with the Employer in good faith in all aspects of the employment relationship
- (v) Comply with all policies and procedures (including any Codes of Conduct) implemented by the Employer from time to time, and
- (vi) Take all practicable steps to perform the job in a way that is safe and healthy for themselves and their fellow employees.

### 4 The Place of Work

#### 4.1 Place of Work

The parties agree that the Employee shall perform their duties at any of the 2 stores mentioned below that comes under **YKD HOLDINGS (2011) LTD**  
Shop 46, 46 Ward Street, Centre Place Shopping Centre, Hamilton  
Unit 2 , 247 Clyde Street, Hamilton



## **5 Hours of Work**

### **5.1 Hours of Work**

The Employee's hours of work shall be 5 to 20 hours per week. Days can change as per the schedule.

Can work upto 40 hours in Holidays

### **5.2 Trial period**

The first 90 days of employment will be a trial period, starting from the first day of work.

During the trial period, the employer may dismiss the employee. Notice must be given within the trial period. Depending on how long the notice period is, the last day of employment may be before, at, or after the end of the trial period.

During the trial period, the employer's normal notice period doesn't apply. Instead, either the employee or the employer may end this agreement by giving 2 days notice before the trial period ends. The employer might decide to pay the employee not to work. For serious misconduct, the employee may be dismissed without notice.

If dismissed during the trial period, the employee cannot bring a personal grievance or other legal proceedings about the dismissal. They may still bring a personal grievance if they feel the employer has treated them unfairly for other reasons, eg discrimination, harassment or unjustified disadvantage.

During the trial period, the employer and employee must treat each other in good faith

## **6 Wages/Salary/Allowances**

### **6.1 Hourly Rate**

The Employee shall be paid according to an hourly rate which shall be **\$18.90** per hour employee's nominated NZ bank account. The Employee's pay shall be paid **weekly** on **Thursday**.

### **6.2 Review**

The Employer agrees to review the Employee's salary/wages on the 12 month anniversary of this employment agreement and every 12 month anniversary thereafter. The parties agree that the Employee shall not have any necessary entitlement to an increase, but, the Employer agrees to conduct this review in good faith and to consult with the Employee during the review.

## **7 Holidays and Leave Entitlements**

### **7.1 Short Form Clause on Annual Leave as set out in the Holidays Act**

The Employee shall be entitled to paid annual leave of four weeks per year after 12 months continuous employment with the Employer, in accordance with the Holidays Act.

If the employee leaves their employment before becoming entitled to enough annual holidays to cover the amount of annual holidays they took in advance:

- the employer may recover the amount paid to the employee for holidays taken in advance that is not covered by the employees annual holiday entitlement.

Only one week of holiday can be accrued to another 12 months of employment, unless agreed prior.

This clause is subject to the Wages Protection Act 1983. The employee's signature will satisfy the written consent requirement of section 5 of the Wages Protection Act 1983.

### **7.2 Payment for work on a Public Holiday**

The employee shall be entitled to be paid for the time actually worked on a Public Holiday at the rate of time and a half of their relevant daily pay, or time and a half of the portion of average daily pay (if applicable) that relates to time actually worked on the day

### **7.3 Sick Leave as set out in the Holidays Act**

The Employee shall, after 6 months employment with the Employer, be entitled to 5 days sick leave for each subsequent 12 month period of service. Sick leave can be taken where the Employee is sick or where the Employee's spouse or a person who is dependent on the Employee is sick or injured.

If the employee has been sick or injured for three or more calendar days in a row — or is taking sick leave that is more than the legal minimum — the employee must get a medical certificate at their own cost.

The employer may require proof of sickness or injury at any time if the employee takes, or has asked for, sick leave. The employer will tell the employee as soon as possible that proof is required.

The employer will not pay the employee for unused sick leave when their employment ends.

### **7.4 Bereavement Leave as set out in the Holidays Act**

The Employee is entitled after 6 months employment to paid bereavement leave of up to three days in relation to the death of their parent, grandparent, sibling, child, grandchild, spouse, or parent of their spouse.

The Employee is entitled to one days paid bereavement leave if the Employer considers the Employee has suffered a bereavement through the death of another person.

## **8 Health and Safety**

### **8.1 General Health and Safety Obligations**

Both the Employer and the Employee shall comply with their obligations under the Health and Safety in Employment Act 1992. This includes the Employer taking all practicable steps to provide the Employee with a healthy and safe working environment. The Employee shall comply with all directions and instructions from the Employer regarding health and safety and shall also take all reasonable steps to ensure that in the performance of their employment they do not undermine their own health and safety or the health and safety of any other person.

## **9 Other Employment Obligations**

### **9.1 Confidential Information**

The Employee shall not, whether during the currency of this agreement or after its termination for whatever reason, use, disclose or distribute to any person or entity, otherwise than as necessary for the proper performance of their duties and responsibilities under this agreement, or as required by law, any confidential information, messages, data or trade secrets acquired by the Employee in the course of performing their services under this agreement. This includes, but is not limited to, information about the Employer's business.

### **9.2 Privacy Obligations**

The Employer and the Employee shall comply with the obligations set out in the Privacy Act 1993. The Employee must not breach the privacy of any customer or client in the course of their employment.

### **9.3 Severability**

In the event any portion of this clause is viewed as unenforceable by any Authority or Court with jurisdiction to consider such clauses, the clause shall apply as modified by the Authority or the Court, or in the event it is not modified by the Authority or Court, the remainder of this clause and agreement shall continue to be enforceable by the parties.

## **10 Restructuring and Redundancy**

### **10.1 Employer to provide information and consider comments in restructuring situations**

In the event that all or part of the work undertaken by the employee will be affected by the employer entering into an arrangement whereby a new employer will undertake the work currently undertaken by the employee, the employer will meet with the employee, providing information about the proposed arrangement and an opportunity for the employee to comment on the proposal, consider and respond to their comments.

### **10.2 Employer to require offer of similar position in restructuring situations**

The employer will negotiate with the new employer, including whether the affected employees will transfer to the new employer on the same terms and conditions, and will include in the agreement reached with the new employer a requirement that the employee be offered a position with the new employer at the same or similar terms of employment.

### **10.3 Employer to activate redundancy provisions if employee not transferred to the new employer**

Where the employee either chooses not to transfer to the new employer, or is not offered employment by the new employer, the employer will activate the redundancy provisions of this agreement.

### **10.4 Definition of Redundancy**

Redundancy is a situation where the position of employment of an employee is or will become surplus to the requirements of the Employer's business.

### **10.5 Redundancy Process**

In the event the Employer considers that the Employee's position of employment could be affected by redundancy or could be made redundant, the Employer shall, except in exceptional circumstances, consult with the Employee regarding the possibility of redundancy and, before a decision to proceed with redundancy is made, whether there are any alternatives to dismissal (such as redeployment to another role). In the course of this consultation the Employer shall provide to the Employee sufficient information to enable understanding and meaningful consultation, and shall consider the views of the Employee with an open mind before making a decision as to whether to make the Employee's position of employment redundant. Nothing in this clause limits the legal rights and obligations of the parties.

### **10.6 Technical Redundancy**

Where the Employee's position of employment is redundant by reason of the sale or outsourcing or merger or transfer of any part of the Employer's business or operations, the Employee shall not be entitled to redundancy compensation if they are offered similar employment by the purchaser, transferee or merged entity, on terms of employment which are no less favourable than the Employee's terms of employment at the time of the sale or outsourcing.

## **11 Termination of Employment**

### **11.1 Suspension**

In the event the Employer wishes to investigate any alleged misconduct, it may, after discussing the proposal of suspension with the Employee, and considering the Employee's views, suspend the Employee on pay whilst the investigation is carried out.

## **Abandoning employment**

If the employee is away from work for 5 working days in a row without telling the employer or getting their permission — and the employer has made reasonable efforts to contact the employee to clarify the reason for their absence and whether they intend to return to work — the employer may regard the employment as abandoned.

The employer will tell the employee that they are deemed to have ended their employment. The employment will be deemed to have finished at the end of the last day the employee worked.

## **12 Resolving Employment Relationship Problems**

### **12.1 Long Form**

If the employment relationship is to be as successful as possible, it is important that the Employer and Employee deal effectively with any problems that may arise.

This procedure sets out information on how problems can be raised and worked through.

#### **What is an employment relationship problem?**

It can be anything that harms or may harm the employment relationship, other than problems relating to setting the terms and conditions of employment.

#### **Clarify the problem**

If either the Employer or Employee feels that there may be a problem in the employment relationship, the first step is to check the facts and make sure there really is a problem, and not simply a misunderstanding.

Either party might want to discuss a situation with someone else to clarify whether a problem exists, but in doing so they should take care to respect the privacy of other employees and managers, and to protect confidential information belonging to the Employer. For example, the Employee could seek information from:

- Friends and family
- The Department of Labour on 0800 20 90 20 or on its website at [www.dol.govt.nz/er/solvingproblems/index.asp](http://www.dol.govt.nz/er/solvingproblems/index.asp)
- Pamphlets/fact sheets from the Department of Labour
- Their union (if they are a union member), a lawyer, a community law centre or an employment relations consultant.

#### **Discuss the problem**

If either party considers that there is a problem, it should be raised as soon as possible. This can be done in writing or verbally. Provided the Employee feels comfortable doing so, they should ordinarily raise the problem with their direct manager. Otherwise the problem can be raised with another appropriate manager. A meeting will usually then be arranged where the problem can be discussed. The Employee should feel free to bring a support person with them to the meeting if they wish.

The parties will then try to establish the facts of the problem and discuss possible solutions.

#### **The Next Steps**

If the parties are not able to resolve the problem by talking to each other, a number of options exist:

- Either party can contact the Department of Labour, who can provide information and/or refer the parties to mediation.
- Depending on the nature of the problem, the issues involved may also be ones that the Labour Inspectors employed by the Department of Labour can assist with, i.e. minimum statutory entitlements such as holiday, leave or wages provision.
- Either party can take part in mediation provided by the Department of Labour (or the parties can agree to get an independent mediator).
- If the parties reach agreement, a mediator provided by the Department of Labour can sign the agreed settlement, which will then be binding on the parties.
- The parties can both agree to have the mediator provided by the Department of Labour decide the problem, in which

case that decision will be binding;

- If mediation does not resolve the problem, either party can refer the problem to the Employment Relations Authority for investigation.

- The Employment Relations Authority can direct the parties to mediation, or can investigate the problem and issue a determination.

- If one or other of the parties is not happy with the Employment Relations Authority's determination, they can refer the problem to the Employment Court.

In limited cases, there is a right to appeal a decision of the Employment Court to the Court of Appeal.

### Personal Grievances

If the problem is a personal grievance, then the Employee must raise it within 90 days of when the facts that give rise to the grievance occur or come to their attention. A personal grievance can only be raised outside this time frame with the agreement of the Employer or in exceptional circumstances.

If the employee's employment agreement contains a trial period clause, they may not raise a personal grievance on the grounds of unjustified dismissal. The employee may raise a personal grievance on other grounds as specified in sections 103(1)b-g of the Employment Relations Act, and in the trial period clause of this agreement.

## 13 Acknowledgement of the Agreement

### 13.1 Variation of Agreement

The parties may vary this agreement, provided that no variation shall be effective or binding on either party unless it is in writing and signed by both parties.

### 13.2 Entire Agreement

Each party acknowledges that this agreement contains the whole and entire agreement between the parties as to the subject matter of this agreement.

### 13.3 Employee Acknowledgment


The Employee acknowledges that:

- (i) they have been advised of their right to take independent advice on the terms of this agreement
- (ii) that they have been provided with a reasonable opportunity to take that advice
- (iii) that they have read these terms of employment and understand these terms and their implications, and
- (iv) that they agree to be bound by these terms of employment and the Employer's policies and procedures as implemented by the Employer from time to time.

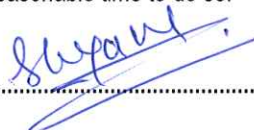
## 14 Declaration

### 14.1 Declaration

I, YKD Holdings (2011) Ltd, offer this employment agreement to **SHYAM CHAUDHARY**

Signed by:  Date: 12/09/2020

I, **SHYAM CHAUDHARY** declare that I have read and understand the conditions of employment detailed above and accept them fully. I have been advised of the right to seek independent advice in relation to this agreement, and have been allowed reasonable time to do so.

Signed by:  Date: 12/09/2020