

SILVICULTURE SOLUTIONS LIMITED
INDIVIDUAL EMPLOYMENT AGREEMENT

BETWEEN _____ (hereinafter called "the Employer")

AND _____ (hereinafter called "the Employee")

DECLARATION

I, (full name) _____, declare that:

1. I have received a copy of this Individual Employment Agreement including attached Schedules 1- 4; and
2. I have read, understood and accept fully the terms and conditions set out in this Agreement; and
3. I have had the opportunity to seek independent advice about this Agreement.

Signed: _____
(FOR and on behalf of Silviculture Solutions Limited)

Date: _____

Signed: _____
(Employee)

Date: _____

CONTENTS

1.	GENERAL PRINCIPLES	3
2.	DEFINITIONS	3
3.	REMUNERATION.....	3
4.	CHAINSAW TOOL & PROTECTIVE CLOTHING ALLOWANCE.....	3
5.	HOURS OF WORK	3
6.	UNSAFE WEATHER	4
7.	ANNUAL HOLIDAYS.....	4
8.	SICK LEAVE & BEREAVEMENT LEAVE	4
9.	DRUG & ALCOHOL TESTING	4
10.	DEDUCTIONS.....	5
11.	SAFETY	5
12.	EMPLOYER RULES & POLICIES.....	5
13.	PERSONAL GRIEVANCE AND PROBLEM RESOLUTION.....	5
14.	TERMINATION OF AGREEMENT	6
15.	SUSPENSION OF EMPLOYMENT AGREEMENT.....	7
16.	REDUNDANCY	7
17.	SEXUAL HARRASSMENT.....	7
18.	TRIAL PERIOD	7
19.	EMPLOYEE TRAINING.....	8
20.	WORK PLACES & WORKING AWAY FROM HOME	8
21.	APPLICATION OF AGREEMENT	8
22.	EMPLOYEE PROTECTION	8

SCHEDULE 1: REMUNERATION

SCHEDULE 2: IN-HOUSE RULES

SCHEDULE 3: JOB DESCRIPTION

**SCHEDULE 4: RESOLUTION OF PERSONAL GRIEVANCES AND
EMPLOYMENT RELATIONSHIP PROBLEMS**

1. GENERAL PRINCIPLES

- 1.1 This contract shall operate from the date of signing and shall remain effective until terminated or amended in writing by the parties.
- 1.2 The objectives of the employment contract are:
- (i) To develop and maintain the prosperity of the employer's company and the employee;
 - (ii) To promote and maintain mutual trust and co-operation between the employer and the employee;
- 1.3 In order to achieve these objectives the parties are agreed on the need to:
- (i) Respond flexibly and quickly to changes required by the employer's clients and the needs of the industry generally;
 - (ii) To ensure that flexible work practices are such that the only barrier to performing work is the skill of the individual employee.

2. DEFINITIONS

- 2.1 "Week" shall mean the pay week from Sunday midnight to Sunday midnight. "Day" shall mean midnight to midnight.
- 2.2 Words referring to the masculine gender shall be accepted as referring to the feminine gender if appropriate.

3. REMUNERATION

- 3.1 Remuneration package is detailed in Schedule 1. This is the agreed rate and applies until Schedule 1 is replaced with a duly initialled and dated amendment.
- 3.2 Employee wages will be paid fortnightly on Friday. Payment will be made as a direct credit to your bank account. Remuneration will be reviewed at least annually with adjustments renegotiated periodically and notified in writing.
- 3.3 Remuneration will be paid for Hours Worked as defined, in clause 5 of this agreement.

4. CHAINSAW TOOL & PROTECTIVE CLOTHING ALLOWANCE

- 4.1 Any employee required to carry out chainsaw related work will provide his own chainsaw to the size and specification required by the employer.
- 4.2 It is the responsibility of the employee to supply and have at work suitable spare parts listed below:
- (a) Bar, chain and sprocket;
 - (b) Spark plug, starter cord, screws etc.;
 - (c) Where by virtue of age and working conditions the chainsaw is inadequate for the employer's purposes, the employee will replace it and/or ensure that a suitable replacement is immediately available.
 - (d) Any person without a saw will not be paid a chainsaw allowance.
- 4.3 The Employer is to provide protective clothing and equipment. While it is the Employer's responsibility to ensure the clothing or equipment is worn, the employee has a responsibility to wear it.
- 4.4 Employees will provide all tools including pruners.
- 4.5 Allowance rates are specified in Schedule 1.

5. HOURS OF WORK

- 5.1 The employer shall set the time of starting and ceasing work.
- 5.2 The employee will be picked up at the beginning of each day and returned at the end of each day to a designated assembly point determined by the company. It is the responsibility of the employee to make sure they are at the assembly point at a time determined by the crew manager.
- 5.3 The working hours will commence when actual production begins and finish when production ceases.
- 5.4 The employee will not be paid for travel time to and from the work site.

- 5.5 The employee shall work extra time if required by the employer where practicable. Where the employee is unable to work such extra time the employer may at their sole discretion employ another employee for such work.
- 5.6 All employees will give accurate production tallies at the end of each day to the Crew Manager.
- 5.7 In the event of a fire emergency employees may be required to work fire duty hours as directed by the duty fire officer.
- 5.8 All employees will make themselves available for up to 4 half days per annum for fire training at no cost to the employer.
- 5.9 An unpaid meal break shall be provided. An additional unpaid meal break may be provided at the discretion of the Crew Manager.

6. UNSAFE WEATHER

- 6.1 Where it is unsafe to commence work the employer will not pay the employee for that day.

7. ANNUAL HOLIDAYS

- 7.1 All employees are entitled to four weeks annual holidays per year after the first year of employment. Employees must be given the opportunity to take at least three of their four weeks annual holidays continuously if they wish to do so.

PUBLIC HOLIDAYS

- 7.2 For the purpose of this paragraph a Statutory Holiday is any of the following days:

- | | |
|--------------------------------|-------------------|
| - Christmas Day | - Good Friday |
| - Boxing Day | - Easter Monday |
| - New Year's Day | - Anzac Day |
| - The day after New Year's Day | - Queens Birthday |
| - Anniversary Day | - Labour Day |
| - Waitangi Day | |

Where a Statutory Holiday falls on a day that would otherwise be a working day for the employee, the employee shall either:

- (a) Be allowed such holiday and be paid at the relevant daily pay for that day; or
- (b) Work on that day if directed to do so by the employer; and be paid at the rate of time and a half of their relevant daily pay and be allowed to take a paid day's alternative holiday on a day agreed upon between the Employee and the Employer. The days leave shall be paid at the Employee's relevant daily pay.

8. SICK LEAVE & BEREAVEMENT LEAVE

All employees are entitled to a minimum of five days paid sick leave per year after six months of employment. Unused sick leave is retained and can accumulate up to 20 days.

- 8.1 In respect of absence due to sickness the employer may require the production of a Medical Certificate as proof if the sickness last three calendar days.
- 8.2 All employees are entitled to bereavement leave after six months employment. Up to three days paid leave on the death of an immediate family member. Up to one days paid leave in the event of a death outside the immediate family.

9. DRUG AND ALCOHOL TESTING

- 9.1 The employee agrees that due to the nature of the work performed in the forestry industry - in particular the use of machinery in that industry, that the use of illegal drugs, alcohol or illegal substances of any kind, by employees constitutes a significant hazard in the workplace.

- 9.2 The employee acknowledges that a drug/alcohol-testing programme is an essential part of the Employer's responsibility to maintain a safe workplace environment and to eliminate significant hazards in the workplace.
- 9.3 The employee will be required to participate in drug/alcohol testing as a pre-requisite to being employed by the employer.
- 9.4 The employee agrees that as part of his commitment to maintaining a safe workplace that he will take part in any drug/alcohol testing as may be required from time to time by the employer.
- 9.5 The employee agrees that refusal or failure without reasonable cause to take part in a drug/alcohol testing when required to do so by the employer shall constitute insubordination being serious misconduct and will provide grounds for instant dismissal.
- 9.6 The employee agrees that any positive tests indicating the presence of alcohol, illegal drugs or illegal substances of any kind following a drug/alcohol test constitutes serious misconduct giving rise to grounds for instant dismissal.
- 9.7 An employee signing this contract consents to the results of such tests to be made available to the employer, and where so required, to the forestry company client to whom the employer may contract.
- 9.8 Should an employee be involved in an accident whilst under the influence of alcohol and in charge of a company vehicle, he shall be held personally responsible for any damage or injury caused and shall be liable to instant dismissal. (Note there is no insurance cover where employees are over the legal blood or alcohol limit).

10. DEDUCTIONS

- 10.1 The employer may deduct, from any amount payable by it to the employee under this agreement, any amount owing by the employee to the employer under this agreement.

11. SAFETY

- 11.1 It shall be the responsibility of both the employer and the employees to make the workplace a safe and healthy environment for all staff and visitors. To achieve this the employee shall ensure that all health and safety legislation, codes of practice, in-house rules and special work requirements shall be complied with.
- 11.2 All employees shall take an active and personal interest in their own safety and that of other employees.
- 11.3 All employees will report all accidents and near-misses to their manager immediately.
- 11.4 Employee's who attend work with any disability shall inform the employer before the commencement of work of such a disability.
- 11.5 Failure or refusal to comply with safety requirements shall provide grounds for summary dismissal.
- 11.6 Potential employees are required to disclose any previous injuries or illnesses they have that may detrimentally affect their ability to fulfil the job for which they are being employed. The employer may require the potential employee (at the employer's expense) to undertake a full medical examination prior to commencement of employment.

12. EMPLOYER RULES AND POLICIES

- 12.1 A copy of the employer's rules is attached for the employee's information (See Schedule 2). It is the duty of the employee to understand and adhere to these rules. The employer may review and amend these rules at any time and shall ensure that the employee is given appropriate notice of any alterations.

13. PERSONAL GRIEVANCE AND PROBLEM RESOLUTION

- 13.1 An explanation of the services available for resolution of personal grievances and employment problems is set out in the attached Schedule 4.

14. TERMINATION OF AGREEMENT

14.1 Termination on Notice

This agreement may be terminated by two weeks written notice given by either party to the other party, provided that the employer may, at its sole discretion, pay to the employee, in lieu of all or part of that period of notice, an amount equal to the wages/salary which the employee would have otherwise been paid during the period, calculated at the employee's ordinary rate of wage/salary payment under this agreement.

If either party does not give the required notice then two weeks wages/salary shall be paid or forfeited by the party improperly terminating the employment.

- (i) Any money owed to the employer shall be deducted from the final pay.
- (ii) For the purpose of this clause wages shall be deemed to include any final pay including outstanding or proportionate holiday pay.

14.2 Termination without Notice

In addition to any other right of termination or remedy conferred on the parties under this agreement or by law, this agreement may be terminated at any time and with immediate effect by written notice given by the employer to the employee if the employee:

- (a) Is guilty of serious misconduct in the course of his or her employment under this agreement; or
- (b) Has provided to the employer any information which is false or misleading to a material extent in relation to the employee's employment under this Agreement or application form
- (d) Has failed to provide to the employer any information which may have affected the decision to employ; or
- (e) Has failed to comply with an earlier written notice given to him by the employer specifying a material breach of this agreement by the employee and, in the case of a breach which is capable or remedy, requiring that the employee remedy that breach within 4 days after receipt of that earlier notice, or
- (f) Has committed any breach of this agreement, which is not capable of being remedied by the employee within 3 days, or
- (g) Persistently fails to comply or, by reason of any physical illness of the employee or the conviction of the employee for any criminal offence, becomes unable, for a period of 15 business days or longer, to comply with the employee's obligations under this agreement. This is subject to the employer's discretion.

If termination of employment by the employee will result in the employee joining a competitor to the employer, the employer reserves the right for security reasons to make the termination immediate without payment in lieu of notice, or to relocate the employee to an alternative position to work out the resignation period.

Where an employee absents themselves from work for a continuous period exceeding two days without the consent of the employer or without good cause, the employee shall be deemed to have terminated their own employment without notice.

14.3 Consequences of Termination

Upon termination of this agreement for whatever reason:

- (a) The employee shall immediately return to the employer all of the employer's property which is either in the possession of/or under control of the employee.
- (b) Such termination shall be without prejudice to any claim, which either party may have against the other in respect of any prior breach of this agreement.

14.4 Repatriation

Where the employee has obtained a work visa or permit to undertake the employment, the employer guarantees the return of the employee to the employee's country of origin on termination of the employment for whatever reason.

15. SUSPENSION OF EMPLOYMENT AGREEMENT

- 15.1 The employer shall be entitled to suspend the employment of the employee without pay as a result of any downturn of work available to the Employer. In such circumstances the employer will endeavour to minimise the effect of this event by endeavouring to provide work to the maximum extent and/or by the allowing of the employee to take leave.
- 15.2 Any period of stand down under this clause shall not affect the benefits accruing under the employee's employment agreement and shall not affect continuity of employment.
- 15.3 Where customer quota restrictions apply the employer will not be responsible for finding alternative work for any days in which the employer is not allowed to work and clause 15.1 may be invoked.

16. REDUNDANCY

Redundancy Defined

"Redundancy" means a situation where an employee is terminated by the employer, the termination being attributable, wholly or mainly, to the fact that the position filled by that employee is, or will become, superfluous to the needs of the employer.

16.1 Compensation

In the event of the employee being made redundant by the employer, the employee shall not be entitled to receive any redundancy compensation.

16.2 Notice

Any employee who is to be made redundant will receive two weeks notice.

16.3 Technical Redundancy

Redundancy compensation will also not be payable to any employee where the employee's employment is terminated solely by reason of the sale of the whole of part of the employer's business. In that event, the provisions of clause 22 shall apply.

17. SEXUAL HARASSMENT

- 17.1 The parties to this agreement acknowledge that sexual harassment in the workplace is totally unacceptable and undertake that they will take whatever steps are necessary to prevent such practices.

18. TRIAL PERIOD

- 18.1 The first three months of the employee's employment shall be a probationary period.
- 18.2 A review of the employee's employment may be undertaken at or before the end of the first 3 months of employment with the object of enabling the employer to assess whether the employee is likely to be a satisfactory appointment to the permanent staff.
- 18.3 If the employer concludes that the employee is unlikely to be satisfactory, the employer will give the employee opportunity to respond to such concerns as the employer may have.
- 18.4 After considering such response as the employee may wish to make the employer may:
- (i) Confirm the appointment of the employee to the permanent staff; or
 - (ii) Extend the probationary period for such further period as the employer considers necessary to enable a further assessment of the employee to be made in which event the employer will inform the employee of the reasons for the extension; or

- (iii) Subject to paragraph 18.5, terminate the employment on giving the employee such notice, being not less than 2 weeks, as the employer may in the circumstances decide.
- 18.5. The employer may not exercise the power of termination under clause 18.4(iii) unless the employer has, not less than 2 weeks before the review referred to in clause 18.2 herein, advised the employee of any improvement that must be achieved before the review.
- 18.6. If the employer decides to extend the probationary period, the employer may reassign the employee to different duties for which the employee is or appears to be better suited.
- 18.7. In assessing whether the employee is likely to be a satisfactory appointment to the permanent staff the employer may take into account such matters as the employer sees fit, irrespective of whether or not any such matter amounts to misconduct on the part of the employee.
- 18.7. Where the Employer terminates this contract during the three (3) month trial period the Employer shall give the Employee two (2) weeks notice in writing to that effect.
- 18.8. Where the Employee terminates this contract during the three (3) month trial period the Employee shall give the Employer two (2) weeks notice in writing to that effect.
- 18.9. The provisions of this clause shall apply during the probationary period notwithstanding any other provision of this agreement.
- 18.10. Nothing in this clause 18 shall prevent the employer from terminating the employment summarily in accordance with clause 14.2 for serious misconduct at any time within the probationary period.

19. EMPLOYEE TRAINING

- 19.1 On job training towards a National Certificate in Silviculture will be provided by the employer and all employees will be required to gain the unit of learning relevant to the particular work duties being carried out within one month of commencing such work.
- 19.2 All costs will be met by the employer but in the event of the employee leaving the company within 6 months of obtaining the units of employment the employer may deduct costs incurred by the employee in gaining those units of learning.

20. WORK PLACES AND WORKING AWAY FROM HOME

- 20.1 The employee may be required to work at any place where the employer has received a contract to carry out work from a forest owner.
- 20.2 There maybe times when the employer may require the employee to work away from home for a period of time. Accommodation costs will be met by the employer, however all food costs will be met by the employee, generally being apportioned evenly and deducted from those employees carrying out the work.

21 APPLICATION OF AGREEMENT

- 21.1 This agreement replaces any previous agreement, understanding or arrangement between the parties, whether written or verbal, express or implied, prior to the date of application of this agreement.

22 EMPLOYEE PROTECTION

- 22.1 If the Employer is proposing a sale, transfer or restructuring of its business so that Employee's work may be performed for a new employer, the Employer shall negotiate with the new employer about the sale, transfer or restructuring to the extent that it relates to affected employees.
- 22.2 In this clause, restructuring, new employer and affected employee have the meanings given to them by the Employment Relations Act 2000. (as amended)
- 22.3 The Employee hereby consents to the Employer disclosing personal information to the new employer regarding the Employee's employment for the purposes of complying with the Employer's obligations under this clause.

- 22.4 The Employer will adhere to the following process when negotiating with the new employer about the sale, transfer or restructure to the extent that it relates to affected employees:
 - 22.4.1 The Employer will negotiate with the new employer regarding the possible transfer of affected employees.
 - 22.4.2 The Employer will explain the roles, terms and conditions of each Employee's employment to the new employer.
 - 22.4.3 The Employer will consult with affected employees regarding the proposed sale, transfer or restructuring.
 - 22.4.4 The Employer will discuss whether the affected Employees will transfer to the new employer on the same terms and conditions of employment, or whether the new employer can offer alternative positions to Employees.
 - 22.4.5 The Employer will alert the new employer to any questions or concerns that affected employees may have regarding the sale, transfer or restructuring.
 - 22.4.6 Where the employee either chooses not to transfer to the new employer or is not offered employment by the new employer, the redundancy provisions of this Agreement will apply.

SCHEDULE 1

1. Remuneration

It must be understood by all employees that all wages are paid on a piece work basis or per tree rate and this rate paid to the employees will be affected by;

- (i) the price paid by the forest owner and the type of work completed.
- (ii) incorrect tallies recorded by crew members.
- (iii) poor quality work that requires re-working which was previously paid for.
- (iv) lack of attendance at work, ie: if any employee does not work the full 5 day week then rates may be altered by the employer to recover lost income from that employees absence.

Allowances

Non taxable allowances:

- a) These shall be paid at the appropriate rates.

These allowances include tools, ladders and chainsaws.

SCHEDULE 2

IN-HOUSE RULES

The following policies are for the employees' information. It is the duty of the employee to understand and adhere to these policies. The employer may review and amend these policies at any time and shall ensure that the employee is given appropriate notice of any alterations.

SAFETY

The following contains information on the employers In-House rules on safety procedures. These are very important as they form the basis for disciplinary procedures, which include **instant dismissal**. They are deemed to be part of the employees Employment Agreement. Additions may be made from time to time depending upon changes to contract requirements or legislative changes.

1. **Personal Details**

In cases of emergency, particularly in instances of serious illness or injury, the employer needs to know the following:

- Full name;
- Current address and phone number;
- Name, address and phone number of next of kin.

Note: Please notify your employer promptly of any changes to the above.

2. **Accidents**

2.1 For accident compensation, all medical certificates are to be handed to your employer or foreman, and it is the employee's responsibility to ensure a certificate is received every time a visit is made to a Doctor, hospital or clinic for treatment.

2.3 It is the responsibility of the employee to claim accident compensation for any injury outside the normal working hours.

2.4 In the event of a long-standing illness and/or injury, the employer must be satisfied with the medical evidence assessing the employee as fit to resume normal duties as specified by the employer.

2.5 The employer has the right to provide an injured employee with suitable alternative work until the employee can return to normal duties. If the employee refuses this work then the employer has the right to dismiss that employee.

3. **Safety at Work**

3.1 The employer will provide the employee with details of the employer's safety rules and procedures.

3.2 The employee will:

- (i) ensure he is familiar with the employer's safety rules and procedures;
- (ii) take all practicable steps to ensure his own safety and the safety of others in the workplace;
- (iii) promptly advise the employer of potential safety hazards in the workplace.
- (iv) know their exact location of the work site on a day to day basis in relation to the nearest main access road, Forest, compartment and stand number.

3.3 Both parties will abide by the employer's safety rules and procedures and the provisions of the Health and Safety and Employment Act 1992.

3.4 The following general safety rules apply:

- Observe all safety precautions and procedures including the wearing of protective clothing and equipment.
- Standard safety devices fitted to machines must not be removed during operation.
- Report all defective tools or equipment to your employer/manager.
- Do not attempt to operate machines or tools with which you are not familiar.
- Take care when working on even the simplest of jobs.
- Never indulge in horseplay or practical joking when such actions may lead to accidents.
- Be conversant with the use of radio telephones,- (familiarise regularly).
- Always immediately observe the direction given by your employer or his representative in safety matters.
- Always comply with all provisions of the Occupational Health and Safety and Employment Act (1992) and the Bush Code (1999).

Failure to comply with any of the above points may result in instant dismissal.

4. **On-site Mobile Plant**

4.1 Only permanently appointed drivers, or those employees authorised by the employers, are to operate this plant. The transporting of other employees on mobile equipment other than equipment designated for that purpose is prohibited.

4.2 **Specific Use of Safety Equipment**

- **Protection** must be worn at all times when operating chainsaws.
- **Hard Hats & Hi Viz Clothing** must be worn in all logging areas.
- **Ear Protection** must be worn in high noise areas.
- **Employees** are responsible for any equipment issued and will be charged for items wilfully damaged or lost.
- **Hi Viz clothing** must be kept in a clean condition.

EMPLOYERS RULES

In the event of serious misconduct an employee may be dismissed without a previous warning.

Serious misconduct means conduct of a grave and serious nature that is prejudicial or likely to be prejudicial to the employer's interests and reputation and is incompatible with the employee's ability to faithfully carry out their duties with the employer. Offences regarded as serious misconduct, and which may result in summary dismissal, shall include but not be limited to the actions below:

- unauthorised possession or removal of any property or confidential information belonging to the employer or its clients, customers, suppliers or other employees.
- falsification of timesheets, attendance records, medical certificates, employment records, character references and any other employer or client documents or records; and any action which could result in a payment to which the employee is not entitled.
- any other examples of dishonesty not referred to shall fall into this category.
- wilful and/or reckless conduct causing injury to any person including the employee or resulting in the loss or damage to the employer's business property, reputation, or financial position, or that adversely affects safety or quality.

- assault, verbal and/or physical abuse, intimidation or sexual harassment of another employee or any person dealing with the employer as a customer or business contact.
- showing the effects of drug or alcohol consumption, or reporting for work in such a condition that in the opinion of the employer the employee is unable to perform his duties properly and safely. Other drug or alcohol related offences such as the taking of drugs (unless prescribed by a registered medical practitioner) or consuming alcohol at work shall also fall into this category.
- commission of any crime or offence or other act which would render an employee unsuitable for continued employment by the employer.
- conducting business in competition with the employer.
- Revealing confidential information to others about production methods, pricing and/or any matters relating to the business of the employer.
- irresponsible use of first aid, fire protection or safety equipment.
- unauthorised use of employer's vehicle and equipment.
- refusal to obey a lawful and responsible written or oral instruction; this includes refusal to work reasonable overtime as required, or refusal to perform assigned work.
- unauthorised possession and/or movement of employers, client or other employee's property. This includes scrap, waste, and damaged items.
- smoking in a non-smoking area.
- gambling at employer's work site/premises.
- failure to follow safety requirements as outlined in employer policy or statutory regulations. This includes failure to use or wear safety equipment and/or protective clothing and the removal of safety guards.

DISCIPLINARY PROCEDURE

- (a) The employee is expected to maintain a standard of competence, performance and conduct appropriate to his position and responsibilities and in accordance with the employer's instructions during his employment.
- (b) Where the employer considers or receives a complaint that the standards of competence, performance or conduct of the employee is not in the interests of the company or other employees the following procedure will be followed:
 - (i) The employer must investigate the facts of the complaint and discuss the complaint with the employee.
 - (ii) If the employer is satisfied that the complaint is justified the employer may issue a verbal warning to the employee. The verbal warning will be noted on the employee's file and a copy of the note must be shown to the employee. Advice on corrective action required must be given.

These warnings will be acknowledged, witnessed and signed off by the employer, employee and the witness.
 - (iii) Should the standard of competence, performance or conduct referred to in the verbal warning not be rectified within the specified timeframe, the employer may issue a final written warning. The written warning must state that it is a final warning.
 - (iv) If the employee is dismissed in writing, he is entitled to such notice as described in section 14 of this document.

- (c) In circumstances where the unsatisfactory behaviour or performance of the employee is considered by the employer to be sufficiently serious the employer can issue a final written warning without first issuing a verbal warning.

COMPANY VEHICLES

Those employees authorised to drive employer's vehicles:

1. Must ensure fuel, oil and water are to the required levels and that tyres are inflated to the recommended operating pressures before use.
2. Passengers are not permitted in any company vehicle unless they are employees of the company or unless management gives prior approval. Vehicles must only be used on company business, no private use.
3. Must report any breakage, or maintenance requirement for any vehicle to the employer.
4. Vehicles are only available for work use. Damage/costs resulting from personal use will be the employee's responsibility.
5. The authorised driver or person responsible for any damage to the employer's vehicle will pay for avoidable damage caused in working hours.
6. The employee will provide the employer with a copy of the employee's driver's licence. The employee must immediately advise the employer of any change in the status of the employee's driver's licence.

When there is an accident involving a company vehicle, the employee must report it to the employer as soon as possible, but always within 24 hours of the accident occurring. An accident claim form must be filled out if necessary. The employee must obtain as many details as possible from those involved, i.e. name, address, and phone number, registration number and insurance particulars. Where injury has occurred, make sure it is reported to the Police.

SCHEDULE 3

ROLE DESCRIPTION

Role Title:	Silviculture Worker
Key Reporting Relationship:	Crew Manager
Key Management Relationships:	Company Directors Company Management Staff
Location:	Dependent on work availability
Role Focus:	To carry out silviculture work as directed by your crew manager primarily in the pruning, planting and releasing operations. Ensure all work is completed to the customer's expectations with regard to quality, production and safety.

Role Specific Accountabilities

1. Be on time, work ready at the beginning of each work day. This means work tools have been maintained and sufficient fluid and nourishment has been prepared.
2. Follow instructions as given by Crew Manager. Work as a team to complete daily production targets.
3. Carry out all tasks in a safe manner. Assist Crew Manager in daily hazard management.
4. Pro-actively seek attainment of relevant industry recognised qualifications.

SCHEDULE 4

RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS

There are a number of services available for dealing with employment relationship problems.

What is an employment relationship problem?

An employment relationship problem exists if:

- There has been a breach of your Employment Agreement.
- There is a disagreement over the meaning of an employment agreement or how it should be applied.
- There has been unfair bargaining for an individual employment agreement.
- There is a question about whether a person is an employee or not.
- There are wages or holiday pay owing.
- There is a personal grievance

You have a personal grievance if:

- You have been unfairly dismissed.
- Your employer has done something unfairly that has affected your job.
- You have been discriminated against.
- You have been sexually or racially harassed.
- Your employer has put pressure on you about membership or non-membership of a Union.

What to do about personal grievances:

If you have a personal grievance you must let your employer or the representative know within 90 days of you finding out about the grievance.

You can speak to the employer or the representative or tell him in writing.

If you don't tell the employer within 90 days then you can't raise the grievance unless your employer consents or the Employment Relations Authority allows you to do so.

Who is a representative ?

A representative of the employer is a person who is employed by your employer and has authority over you or other employees.

Human Rights Act complaints.

Some personal grievances can also justify complaints under the Human Rights Act 1993. If your complaint is one of these, you can choose to make a complaint under the Human Rights Act or bring the personal grievance. You cannot do both.

If your personal grievance is about a dismissal then you can only bring your complaint to the Employment Relations Authority.

What to do if you have an employment relationship problem generally.

If you have an employment relationship problem you must tell your employer about the problem and say that you want something done about it.

Mediation Services.

If you and your employer cannot solve the problem yourselves either of you can ask the Department of Labour to give you mediation assistance.

A toll free number for the Labour department to call if you want mediation service is 0800 800 863.

The help you can get is:

- General information about your rights and obligations.
- Information about the services that are available to you.
- Assistance in resolving particular problems.
- The Mediation Service may give you help by telephone, fax, Internet, email or written material. They can also give specialist problem solving assistance.

What to do if you can't sort it out:

If the problem is not sorted out with mediation assistance you can apply to the Employment Relations Authority to have the problem resolved.

There are forms set out in the Employment Relations Act for you to do this.

If you have not tried to sort this problem out by mediation, the Employment Relations Authority may send you to a Mediation Service before going any further.

The Employment Relations Authority will then make a decision. If you are not happy with it then you can appeal to the Employment Court within 28 days of the decision being made.