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(EMPLOYER)

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(EMPLOYEE)

PERMANENT EMPLOYMENT AGREEMENT

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2.3. If during that 90 day period the employer finds that the employee is not suitable for employment they may give the employee notice of termination. That notice period shall be two weeks.

2.4. Where such notice of termination is given the employee shall not be entitled to bring legal proceedings in respect of the dismissal (including a personal grievance action against the employer for unjustified dismissal) except on the grounds described by the Employment Relations Act 2000.

3. REVIEW

3.1. The Employer may review the Employee's performance annually. The Employee acknowledges that any review does not mean that remuneration will be increased.

4. HOURS AND DAYS OF WORK

4.1. The Employee shall work the following days:

-
-
-

4.2. The Employee shall work the following hours:

-
-
-
-

4.3. The Employee will also work weekends when required for race meetings **(if not required delete this clause)**.

4.4. The Employer shall allow meal and rest breaks for the Employee as follows:

4.4.1 If an Employee's work period is two hours or more but not more than four hours, the Employee is entitled to one ten minute paid rest break.

4.4.2 If an Employee's work period is more than four hours but not more than six hours, the Employee is entitled to:

(a) One ten minute paid rest break; and,

(b) One (not less than) 30-minute unpaid meal break.

4.4.3 If an Employee's work period is more than six hours but not more than eight hours, the Employee is entitled to:

(a) Two ten minute paid rest breaks; and,

(b) One (not less than) 30-minute unpaid meal break.

4.4.4 If an Employee's work period is more than eight hours, the Employee is entitled to:

(a) The same breaks as specified in 4.4.3 above; and,

(b) The breaks as specified in 4.4.1 and 4.4.2 as if the Employee's work period had started at the end of the eighth hour.

5. EMPLOYEE'S DUTIES

5.1. The Employer shall employ the Employee and the Employee shall work for the Employer in accordance with the conditions in this agreement.

5.2. The Employee shall perform diligently and to a proper standard, the duties and responsibilities specified but not limited to, those outlined in the Second Schedule.

5.3. The Employee agrees to fulfil all other reasonable duties that, although not specified, may be directed by the Employer from time to time.

6. REMUNERATION

6.1. The Employee shall be paid the remuneration package as specified in the Second Schedule.

6.2. The remuneration package shall be the total remuneration payable by the Employer to the Employee and the Employer shall not be liable to additional claims by the Employee.

6.3. The Employer shall pay the Employee weekly/fortnightly (**delete that which does not apply**) in arrears by direct payment to the Employee's bank account.

6.4. The Employee authorises the Employer to deduct from any monies owing by the Employer to the Employee including from wages, salary, or annual holiday or holiday pay entitlement, such sum or sums as are then owing by the Employee to the Employer.

7. RULES

7.1. The Employee shall comply with any work rules and/or instructions identified by the Employer from time to time additional to those general rules contained in the job description.

7.2. The Employee shall comply with any work rules and/or instructions identified by the Employer from time to time additional to those general rules contained in the job description.

7.3. The Employee shall comply with all Standard Bred Industry Rules and Regulations.

8. TERMINATION OF AGREEMENT BY EMPLOYEE

8.1. This agreement may be terminated at any time by the Employee giving the Employer not less than two weeks notice in writing.

8.2. In the event that the Employee leaves without notice or during the notice period without the written consent of the Employer, the Employer reserves the right to deduct a day's pay for each day not worked during the notice period and the Employee authorises such a deduction. This may include deduction of any moneys that have accrued due for any period of leave.

9. TERMINATION OF AGREEMENT FOR SERIOUS MISCONDUCT

9.1. The Employer shall be entitled in the event of serious misconduct (refer Third Schedule) by the Employee to terminate this agreement without notice.

9.2. Where the Employer is of the view that the Employee may be guilty of serious misconduct of the nature that the immediate suspension of the Employee is warranted, the Employer shall have the power to suspend the Employee.

10. TERMINATION FOR PERFORMANCE/MISCONDUCT

10.1. The Employer shall be entitled in the event of repeated misconduct or performance failure to terminate the agreement in terms of the procedure set out in the Fourth Schedule. In such instances the notice period shall be two weeks (payable in lieu at the Employer's discretion).

11. REDUNDANCY

11.1. Where the Employee's position of employment is terminated as being surplus to the Employer's requirements, two weeks notice of termination shall be provided or payment in lieu of such notice. No payment by the way of redundancy compensation will be provided.

12. RESTRUCTURING

12.1. Should the Employer's business undergo a restructuring, as defined in section 69L of the Employment Relations Act 2000, which may effect the Employee's employment the Employer shall, as soon as is reasonably practicable, taking into account the commercial requirements of the Employer, negotiate with the potential new Employer the impact of the restructuring on the Employee and whether the potential new employer is prepared to negotiate a transfer of the Employee's employment.

12.2. If the new employer is prepared to negotiate a transfer of the Employee's employment the Employer shall, with the consent of the Employee, provide details of the Employee's position of employment to the new employer advising that the Employee wishes to have their position of employment transferred. The Employer will then negotiate further with the potential new employer as to:

- The terms and conditions on which it proposes to offer employment to the Employee;
- Whether the transfer will recognise service related benefits;
- Whether the transfer will include the transfer of accrued benefits and if so, what benefits will be transferred;

- Whether the new employer will have access to the Employee and when it will occur; and
- Whether the Employee will have access to the new employer and when it will occur;
- The proposed date for commencement of employment with the potential new employer.

12.3. If the Employer is able to negotiate a transfer of the Employee's employment the Employee may choose whether or not to transfer to the potential new employer.

12.4. If the transfer of the Employee's employment is to include a transfer of the Employee's accrued benefits, or some of them, the Employee agrees that the Employer may transfer any or all of the Employee's entitlements to the new employer.

12.5. If the Employer is unable to negotiate a transfer of the Employee's employment to the potential new employer, or if the Employer is able to negotiate a transfer but the Employee chooses not to transfer to the potential new employer, the Employee is made redundant and the Employee's position of employment is terminated as being surplus to the Employer's requirements, two weeks notice of termination shall be provided commencing from the time that the Employee is informed that their position of employment will become redundant. No payment by way of redundancy compensation will be provided.

13. PUBLIC HOLIDAYS

13.1. The following public holidays shall be allowed in accordance with the Holidays Act 2003 and its amendments and shall be recognised as paid holidays:-

Christmas Day, Boxing Day, New Year's Day, 2 January, Good Friday, Easter Monday, Birthday of the Reigning Sovereign, Labour Day, Anniversary Day, and Waitangi Day and Anzac Day should they fall on a day ordinarily worked by the Employee.

13.2. The Employee agrees to work on a public holiday if required by the Employer. In such event (where the day would, but for the public holiday, be an ordinary working day) the Employer shall:

- Pay the Employee time and one half for all hours actually worked; and
- Give the Employee an alternative holiday; and
- Pay the Employee the Employee's ordinary daily pay for the day which is taken as the alternative holiday.

13.3. Where the public holiday would not be an ordinary working day and the Employee works, they shall be paid time and one half for all hours worked, but shall not receive a day in lieu.

13.4. Where the Employer requires the employee to work on a public holiday, the employee agrees to do so. However the employee will not work on a public holiday unless requested to do so.

14. ANNUAL HOLIDAYS

14.1. The Employee shall be entitled to four weeks annual leave after the completion of 12 months continuous employment with the Employer.

14.2. Annual holidays shall be paid in accordance with the Holidays Act 2003.

14.3. All annual leave shall be taken at a time mutually convenient to the Employee and the Employer. If no mutual agreement is

reached then the Employer shall give the Employee at least fourteen (14) days notice of the requirement to take this leave.

15. SICK LEAVE

15.1. The Employee shall be entitled to five days' sick leave if they have worked for six months at an average of at least 10 hours per week, and at least one hour per week or 40 hours per month.

15.2. The Employee shall be entitled to five days' sick leave for each subsequent 12 month period after this date as long as the criteria set out in Clause 15.1 continues to apply.

15.3. Sick leave may be taken only when:

- The Employee is sick or injured; or
- The spouse (including the de facto spouse) of the Employee is sick or injured; or
- A dependant of the Employee is sick or injured.

15.4. An Employee may carry over up to 15 days' sick leave to a maximum of 20 days' current entitlement in any year.

15.5. The Employer may require the Employee to provide proof of sickness or injury which may include a medical certificate if the Employee is sick or injured for three or more calendar days. The Employer may require proof of sickness or injury within three consecutive calendar days if they –

- Inform the Employee as early as possible that the proof is required; and
- They agree to meet the Employee's reasonable costs in obtaining that proof of sickness or injury.

- 15.6. The Employee must notify the Employer as early as possible of the Employee's intention to take sick leave.
- 15.7. The Employer is not required to pay an Employee for any time for which the Employee is paid weekly compensation under the Injury Prevention, Rehabilitation and Compensation Act 2001 or former Act.
- 15.8. The assessment of whether the Employee qualifies for sick leave will be made after the Employee has been employed with the Employer for six months (and each subsequent 12 month period) despite the number and length of agreements that have covered these periods of employment.
- 15.9. The Employer shall pay the Employee an amount equivalent to the Employee's relevant daily pay for each day of sick leave taken by the Employee that would otherwise be a working day for the Employee.

16. BEREAVEMENT LEAVE

- 16.1. The Employee shall be entitled to bereavement leave if they have worked for six months at an average of at least 10 hours per week, and at least one hour per week or 40 hours per month.
- 16.2. The Employee shall be entitled to maintain their bereavement leave entitlement for each 12 month period after this date as long as the criteria set out in clause 16.1 continues to apply.
- 16.3. The Employer will provide the Employee with three days bereavement leave on the death of the Employee's:
- Spouse.
 - Parent.

- Child.
- Brother or sister.
- Grandparent.
- Grandchild.
- Spouse's parent.

16.4. The Employer will provide the Employee with one day's bereavement leave on the death of any other person where the Employer accepts that the Employee has suffered a bereavement.

16.5. The Employee must notify the Employer as early as possible of the Employee's intention to take bereavement leave.

16.6. The Employer shall pay the Employee an amount equivalent to the Employee's relevant daily pay for each day of leave taken by the Employee that would otherwise be a working day for the Employee.

16.7. The assessment of whether the Employee qualifies for bereavement leave will be made after the Employee has been employed with the Employer for six months (and each subsequent 12 month period) despite the number and length of agreements that have covered this period of employment.

17. PARENTAL LEAVE

17.1. Parental leave shall be granted within the provisions of the Parental Leave and Employment Protection Act 1987.

18. JURY SERVICE

18.1. Leave for jury service may be taken either as part of the Employee's annual leave entitlement or as unpaid leave, and in either case the Employee may retain the juror's fee.

19. HEALTH AND SAFETY

19.1. The Employee is required to take all practicable steps to ensure the Employee's own fitness for work and safety and the safety of others in the place of work.

19.2. The Employer is required to ensure the Employee maintains his or her ability to perform the Employee's duties safely. The Employee must advise the Employer of any medical condition (including stress-related symptoms) or personal circumstances which may impact on the Employee's ability to perform the Employee's duties safely, or which may be adversely affecting the Employee's health. In the event that the Employee fails to comply with the rules and procedures, the Employee may be subject to disciplinary action up to and including dismissal.

19.3. The parties to this agreement express their commitment to the pursuit of health and safety in employment. The parties shall endeavour to meet their obligations under the Health & Safety In Employment Act 1992 and all other health and safety legislation promulgated.

19.4. The Employee must notify the Employer of any hazard on work premises of which they become aware as soon as practicable on the day on which the hazard is identified.

19.5. A work related accident must be reported by the Employee to the Employer as soon as practicable on the day on which the accident occurs. Failure to do this may result in the Employer not accepting that the accident occurred at work.

- 19.6. The Employer shall be notified as soon as practicable on the first day of absence caused by injury. When possible the Employee will indicate the nature of the injury and the expected duration of the Employee's absence.
- 19.7. The Employee shall notify the Employer within one working day of filing any work related claim with ACC. The Employee shall also provide the Employer with a copy of the form by which application is made to ACC and copies of such other documentary evidence and medical certificates as are provided to or by ACC from time to time relating to the Employee's continued eligibility for earnings related compensation, in addition to any other information as may be required in accordance with this agreement.
- 19.8. Where the Employee is suffering from an injury as a result of a work related accident the Employer may, at its sole discretion, require the Employee to return to work to undertake such alternative duties (either on a full or part time basis) as are available and are within the Employee's capabilities and level of fitness as determined after consultation with the Employee and a medical practitioner.

20. CONFIDENTIAL INFORMATION

- 21.1 During the period of employment, the Employee may be exposed to information related to the business of the Employer. The Employee agrees that such information, including the terms and conditions of his or her employment agreement, shall not be conveyed in any manner or form to any person, except as authorised by the Employer, either during the employment or after the termination of employment.

21. SECONDARY EMPLOYMENT ³

21.1. During the period of employment the Employee shall not except with the written consent of the Employer, be directly or indirectly engaged or interested in any other business activity whatsoever except that of the Employer. The Employer may not unreasonably withhold such consent.

22. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

22.1. The Fifth Schedule of this agreement sets out a plain language explanation of the personal grievance procedure.

22.2. The Employee has ninety (90) days within which to bring a personal grievance to the attention of the Employer.

23. VARIATIONS

23.1. The parties agree that either party may at any time request a variation to the terms and conditions of employment, however any variations shall be by mutual agreement only and shall not be binding upon a party unless recorded in writing and signed by both parties.

24. ENTIRE AGREEMENT

24.1. This agreement contains the whole of the agreement between the parties.

24.2. This agreement supersedes any other employment agreement either written or oral and any such other employment agreement is cancelled as at the coming into force of this agreement.

3. Employer see Note 3.

25. ACKNOWLEDGEMENT

- 25.1. All representations, whether oral or in writing, made as to the Employee's qualifications and experience in applying for the position are true and complete;
- 25.2. The Employee has not failed to disclose any matter which may have materially influenced the Employer's decision to employ him or her;
- 25.3. The Employee has not made nor will make any contractual arrangements which would conflict with his or her obligations under this agreement;

Industry Licences

- 25.4. It is a condition of the employment that the Employee holds and continues to hold the following licence(s):⁴
- -
 -
 -
- 25.5. If the Employee loses his or her licence this must be reported immediately to the Employee's manager. Loss or suspension of licence may be grounds for dismissal, depending on all the relevant circumstances;

4. Employer see Note 4.

Driving Licences

25.6. It is a condition of the employment that the Employee holds and continues to hold a current New Zealand driving licence. If the Employee loses his or her driving licence as a result of a criminal conviction or otherwise, this must be reported immediately to the Employee’s manager. Loss or suspension of licence may be grounds for dismissal, depending on all the relevant circumstances;

25.7. The Employee has been advised to take independent advice regarding this agreement;⁵

25.8. The Employee has read and understood the terms and conditions of employment and accepts the same.

SIGNED by)
("the Employer"))
.....

SIGNED by)
("the Employer"))

5. Employer see Note 5.

FIRST SCHEDULE

EMPLOYEE'S PERSONAL DETAILS

[The collection, use, disclosure and access to these details is subject to the Privacy Act]

Employee's full name:

Address:

Home telephone number:

IRD number:

Bank and branch:

Bank account number:

Next of kin:

Address of next of kin:

Contact telephone number of next of kin:

SECOND SCHEDULE

Position: Stable hand⁶

Remuneration:

The remuneration package will consist of:⁷

1. A gross hourly rate of \$
2. A salary of \$

Job Description:⁸

Employee's Tasks

6. Employer see Note 6.
7. Employer see Note 7
8. Employer see Note 8.

THIRD SCHEDULE

Disciplinary Code

These lists are inclusive and not exhaustive. They are intended to give an indication of the type of behaviour which the Employer considers unacceptable and which may result in disciplinary action being taken.

Serious Misconduct (which may lead to summary dismissal)

- Failure to observe safety rules or working in an unsafe manner or failing to make proper use of safety equipment where such equipment is installed or provided.
- The loss of the necessary licence under the Harness Racing Regulations / Rules which would prevent the employee from performing his or her duties.
- Wilful mistreatment of horses.
- If the Employee is absent from work for two days without leave of the Employer.
- A breach of confidentiality.
- Falsifying the Employer's records.
- Bringing drugs onto the premises (except for drugs prescribed by a medical practitioner).
- Bringing or consuming intoxicating liquor on the premises without Employer's consent.
- Reporting for work in such a condition of intoxication, alcohol or drugs, that the Employee is unable to perform his or her duties properly and safely.
- Unauthorised possession of Employer's property.
- Wilful damage to Employer's property.
- Careless or negligent conduct injuring a fellow employee.
- Violence against any other person (whether or not a fellow employee) on the premises or during working hours.
- Possession of another employee's personal property without that employee's consent.

- Refusal to perform duties or walking off the job.
- Deliberate or negligent acts adversely affecting safety
- Sleeping during working hours.
- Refusal to carry out the lawful instructions of Employer.
- Using abusive language to Employer or other employee.
- Misrepresenting the Employer for personal gain.
- Falsification of medical certificates and character references.
- Wilful misuse of tools, equipment or vehicles, or defacing Employer's property.
- Serious misconduct of a criminal or legal nature that may involve an investigation by the Police.
- Acts or omissions involving dishonesty.
- Any other act of a similar nature which the Employer, in their reasonable opinion, believes to be serious misconduct.

Misconduct (which may lead to formal warnings and, if repeated, dismissal)

- Abusive language causing offence to any person (whether or not a fellow employee) on the premises or whilst performing duties under this contract.
- Misuse or unauthorised use of Employer's property.
- Preventing or interfering with another employee from carrying out their duties.
- Failure to report for work at the time required without notifying the Employer of the reason.
- Failure to complete the stipulated hours of work, unless sick or because of some personal emergency.
- Failure to report a work related accident.
- Continual lateness or lack of application to an assigned task.
- Any other act of a similar nature which, in the reasonable opinion of the Employer shall be deemed to be misconduct.

FOURTH SCHEDULE

Warning Procedures

Should it be necessary for the Employer to take disciplinary action against an Employee the following procedure will be used.

Offences constituting serious misconduct may result in summary dismissal.

Offences constituting other than serious misconduct shall be dealt with as follows:

- Step 1** Verbal Warning – this is a verbal discussion in which the Employer has a face-to-face conference with you. The discussion will focus on your poor work performance or conduct, and the need and possibilities for correcting it. The warning will be noted on your Employee record.
- Step 2** Written warning – if there is no improvement after the verbal warning, or there is further misconduct you will be given a written warning (except for harassment or unlawful discrimination which for the second occurrence shall be deemed to be serious misconduct), which will also be noted on your record. The conduct does not need to be the same conduct as you received a verbal warning for.
- Step 3** Final warning – if there is no marked improvement after step 2 or there is further misconduct, you will receive a final written warning, which will also be noted on your record. Again the conduct does not need to be the same conduct as you received the previous warning for.
- Step 4** Termination – if the behaviour at issue continues after the final warning or there is yet further misconduct, your employment will be terminated.

FIFTH SCHEDULE

RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

The following is the plain language explanation of the services available and procedure for resolving employment relationship problems as required by the Employment Relations Act 2000.

1. Clarify What The Problem Is.

- 1.1. Make sure there really is a problem. Check your facts and make sure you have not assumed or misunderstood something.
- 1.2. You might discuss the apparent problem with family or friends or advisors and can find out what the law is and/or what the Employment Agreement says.
- 1.3. You can:
 - Contact Employment Relations Info Line
 - Call free 0800 20 90 20
 - Visit the web site
 - www.ers.dol.govt.nz
 - Get pamphlet/fact sheets from Employment Relations Service Offices
 - Talk to your Union, a Lawyer, Community Law Office or other Advisor
 - Talk to each other

1.4. We should discuss the problem, either directly or through our representatives. You may bring a friend, relative or colleague to support you in the discussion. We should make sure that we discuss the facts so that we can clear up any assumptions or misunderstandings.

2. **What Are The Next Steps?**

2.1. If we have not resolved the problem by talking to each other, one or both of us can do some or all of the following things:

- We can contact Employment Relations Info Line, who may provide information and/or refer us to mediation.
- We can participate in mediation provided by the Employment Relations Service (or we can agree to get our own mediator).
- If we reach agreement, a mediator provided by the Employment Relations Service can sign the agreed settlement, and that will bind us.
- We can choose to have the mediator provided by the Employment Relations Service decide the matter for us, and if so that decision will be binding on us.
- If mediation does not resolve the problem, either or both of us can take the problem to the Employment Relations Authority for investigation.
- The Employment Relations Authority may direct us to mediation if it thinks that will still be useful.
- The Authority can investigate and make a determination about the problem.

- If one or both of us is/are dissatisfied with the determination of the Authority we can take the problem to the Employment Court for a judicial hearing (the court may also tell us to go back and have some more mediation).
- If the problem is a personal grievance, then the Employee must raise it with the Employer within 90 days after the action complained of, or the date the Employee became aware of it, unless there are exceptional circumstances (a personal grievance may arise where an Employee believes he or she has been unfairly treated or unjustifiably dismissed).
- If the problem is about minimum entitlements under the law the Employee may ask a Labour Inspector to enforce his or her rights under Minimum Rights Legislation, such as the Minimum Wage Act or the Holidays Act.

NOTES TO INDIVIDUAL EMPLOYMENT AGREEMENT

This agreement has been drafted to be as broad as possible. It is only suitable for permanent employees (be they part time or full time). It is not a casual agreement and should not be used as a casual agreement. If you do not know the difference between a permanent and a casual agreement you need to seek advice.

The agreement has notes on it which should help you to fill it in properly. Again however, if in doubt get advice. Providing an employee with a written employment agreement is required by law however, it is important that the agreement you give the employee properly reflects what you have agreed.

Notes

1. Insert address of workplace (stable).
2. The 90 day trial period can only be used for someone never employed by the employer before and needs to be signed before employee starts work. If in doubt seek legal advice.
3. Secondary Employment: this really only applies when the employee is working full time.
4. Licences: Insert applicable licences required.
5. Employer give to employee and let them take it away and get advice.
6. Insert name of position if not Stable hand.
7. Cross out option not applicable and insert amount.
8. Fill in employee tasks.

Again if in any doubt in relation to the type of agreement to be signed seek advice. If in any doubt about the contents of the agreement seek advice.

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